

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/20/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crafted Apparel, LLC		12/20/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	POW, Inc.		
Street Address:	4509 Interlake Avenue North		
Internal Address:	#287		
City:	SEATTLE		
State/Country:	WASHINGTON		
Postal Code:	98103		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4090454	HOLDEN	
Registration Number:	4088537	HOLDEN	
Registration Number:	2963335	HOLDEN	
Registration Number:	4083521	THANK YOU FOR BEING YOU	
CORRESPONDENCE DATA			
Fax Number:	2067492006		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2064478925		
Email:	stepn@foster.com		
Correspondent Name:	NANCY V. STEPHENS		
Address Line 1:	1111 3RD AVE		
Address Line 2:	Suite 3400		
Address Line 4:	SEATTLE, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	208493-3 HOLDEN ASGN 2		
NAME OF SUBMITTER:	NANCY V. STEPHENS		
SIGNATURE:	/Nancy V. Stephens/		

CH \$115.00 4090454

DATE SIGNED:	07/10/2015
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Total Attachments: 5

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**ASSIGNMENT OF CONTRACTS, PERMITS,
ASSIGNED TRADE SECRETS AND INTELLECTUAL PROPERTY**

THIS ASSIGNMENT is executed as of this 20th day of December, 2013, by Crafted Apparel, LLC ("Seller") in favor of POW, Inc. ("Buyer"). Seller and Buyer are referred to collectively herein as the "Parties."

WHEREAS, on or about July 29, 2013, Maxwell Morgan, LLC ("Maxwell"), an affiliate of Seller's, acquired all right, title and interest to the assets of Holden, LLC ("Holden"). Maxwell acquired Holden's assets pursuant to a turnover agreement dated July 29, 2013; and

WHEREAS, Maxwell subsequently assigned the assets acquired from Holden to Seller; and

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement by and Among POW, Inc. as Purchaser and Crafted Apparel LLC as Seller, dated December 2, 2013 (the "APA"). Under the terms of the APA, Seller is to assign to Buyer all of Seller's right, title and interest in the assets formerly owned by Holden. The assets to be assigned from Seller to Buyer include all Contracts, Permits, Assigned Trade Secrets and Intellectual Property, as those terms are defined in the APA;

WHEREAS, Seller desires to assign, transfer and deliver to the Buyer all of their right, title and interest in the Contracts, Permits, Assigned Trade Secrets and Intellectual Property, as defined and described in the APA.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignment of Trademarks. Seller hereby assigns, transfers and delivers the Contracts, Permits, Assigned Trade Secrets and Intellectual Property (as those terms are defined in the APA) to the Buyer.

Further Assurances. Seller hereby covenants and agrees that, upon the request of the Buyer, Seller shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, assurances and instruments as the Buyer may reasonably request to assign and transfer the Contracts, Permits, Assigned Trade Secrets and Intellectual Property to the Buyer, and to assure to the Buyer the continued ownership, possession, control and enjoyment of the Contracts, Permits, Assigned Trade Secrets and Intellectual Property.

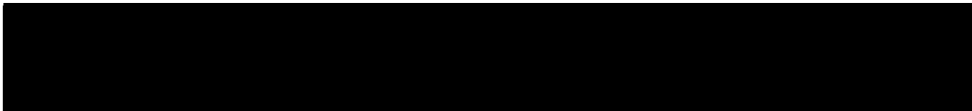
Governing Law. This instrument shall be construed and governed in accordance with the laws of the State of Oregon, without giving effect to principles of conflicts of law.

IN WITNESS WHEREOF, this Agreement has been executed, delivered and is effective on the date first above written.

SELLER:

**Crafted Apparel, LLC, an
Oregon limited liability company**


By: Rex Hansen
Its: Manager



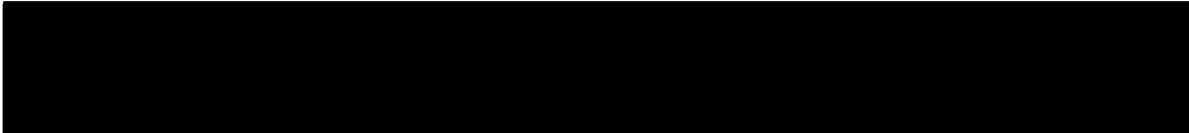
THIS ASSET PURCHASE AGREEMENT is dated December 2, 2013, by and among Crafted Apparel LLC, an Oregon limited liability company ("Seller" or the "Company"), and POW INC., a Washington corporation ("Purchaser").



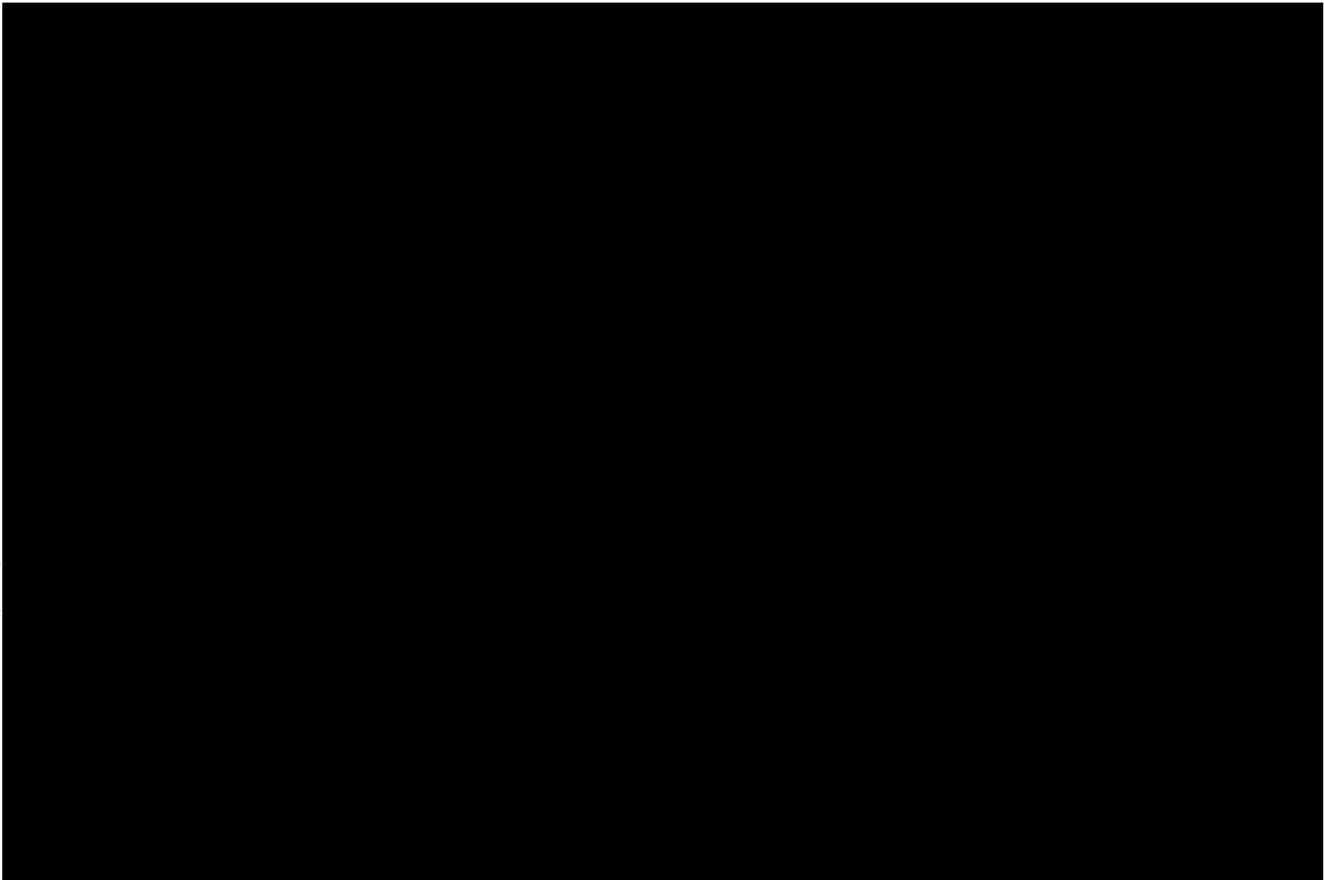
WHEREAS, Seller has acquired substantially all of the assets of a business known as Holden Outerwear in connection with the settlement of debt obligations of Holden LLC to Maxwell Morgan, LLC, an Affiliate of Seller.

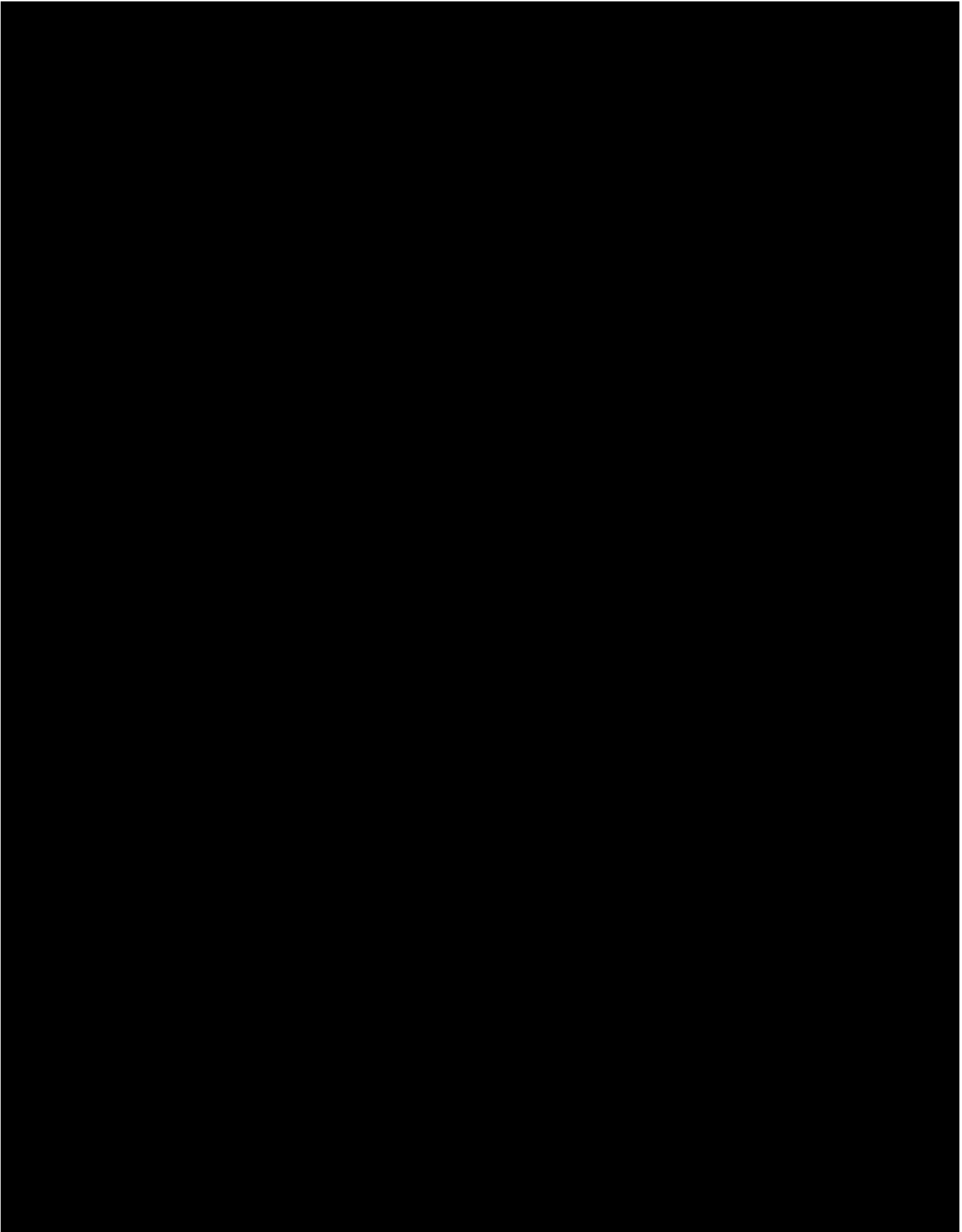


WHEREAS, Seller desires to sell and assign to Purchaser, and Purchaser desires to purchase from Seller, substantially all of the assets of Seller's Holden Outerwear business and related products pursuant to the terms and subject to the conditions set forth in this Agreement; and



NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, agree as follows:



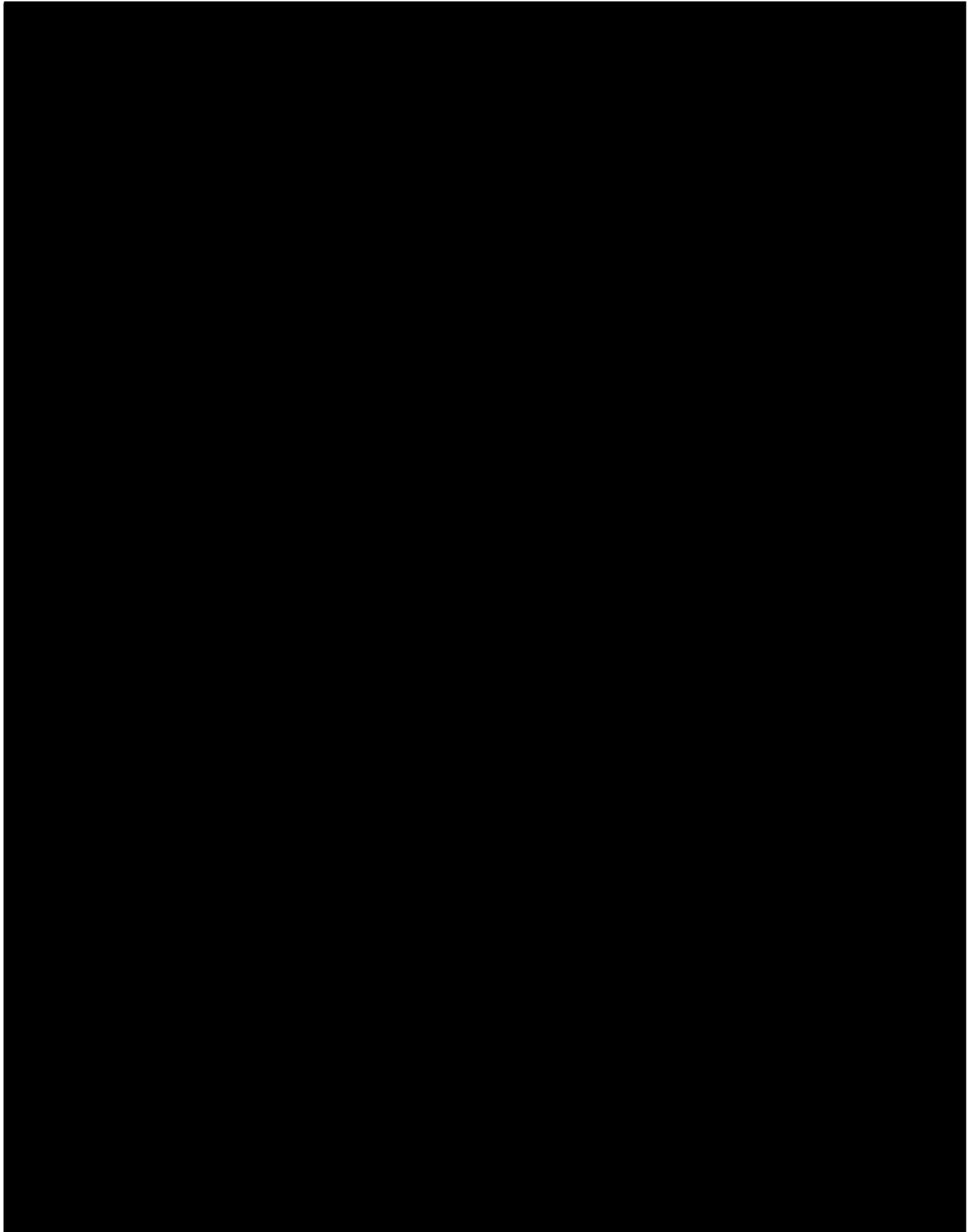


SECTION 2.1 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, Seller shall sell, assign, transfer and convey title to Purchaser,



and Purchaser shall purchase and accept title from Seller on the Closing Date, all of Seller's right, title and interest in and to the following assets (the "Acquired Assets");

(a) all right, title and interest of Seller in and to all intellectual property used primarily in or related primarily to the Acquired Business (the "Intellectual Property");



IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of Seller and Purchaser as of the date first above written.

PURCHASER

POW INC.


By: _____

Name:

Title:

SELLER

CRAFTED APPAREL LLC

By:  _____

Name: Rex W. Hanson

Title: Managing Member