

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347547

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	06/29/2013		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maxwell Morgan, LLC		06/29/2013	LIMITED LIABILITY COMPANY: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crafted Apparel, LLC		
<b>Street Address:</b>	11560 SW 67th Ave #200 Portland		
<b>Internal Address:</b>	#200		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97223		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4090454	HOLDEN	
<b>Registration Number:</b>	4088537	HOLDEN	
<b>Registration Number:</b>	2963335	HOLDEN	
<b>Registration Number:</b>	4083521	THANK YOU FOR BEING YOU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2064478925		
<b>Email:</b>	stepn@foster.com		
<b>Correspondent Name:</b>	NANCY V. STEPHENS		
<b>Address Line 1:</b>	1111 3RD AVE		
<b>Address Line 2:</b>	Suite 3400		
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	208493-3 HOLDEN ASGN 1		
<b>NAME OF SUBMITTER:</b>	NANCY V. STEPHENS		
<b>SIGNATURE:</b>	/Nancy V. Stephens/		

CH \$115.00 4090454

<b>DATE SIGNED:</b>	07/10/2015
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**Total Attachments: 5**

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## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is executed as of this 29<sup>th</sup> day of July, 2013, by Maxwell Morgan, LLC, ("Seller"), in favor of Crafted Apparel, LLC ("Buyer"). The Seller and the Buyer are referred to collectively herein as the "Parties."

WHEREAS, Seller desires to assign, transfer and deliver to the Buyer all of Seller's right, title and interest in all assets Seller obtained from Holden LLC (the "Assets") pursuant to the Turnover Agreement dated July 29, 2013. A copy of said Turnover Agreement is attached hereto as Exhibit A.

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

**Bill of Sale; Assignment of Assets.** Seller hereby assigns, transfers and delivers the Assets to the Buyer.

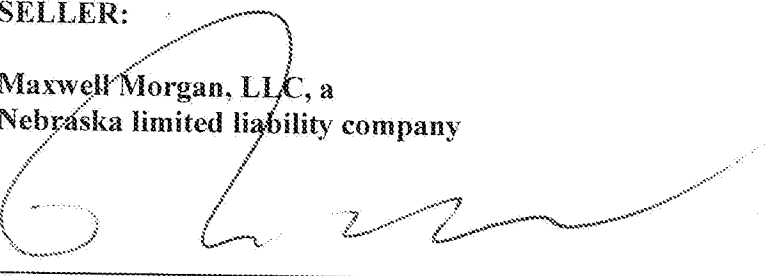
**Further Assurances.** Seller hereby covenants and agrees that, upon the request of the Buyer, Seller shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, assurances and instruments as the Buyer may reasonably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

**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.

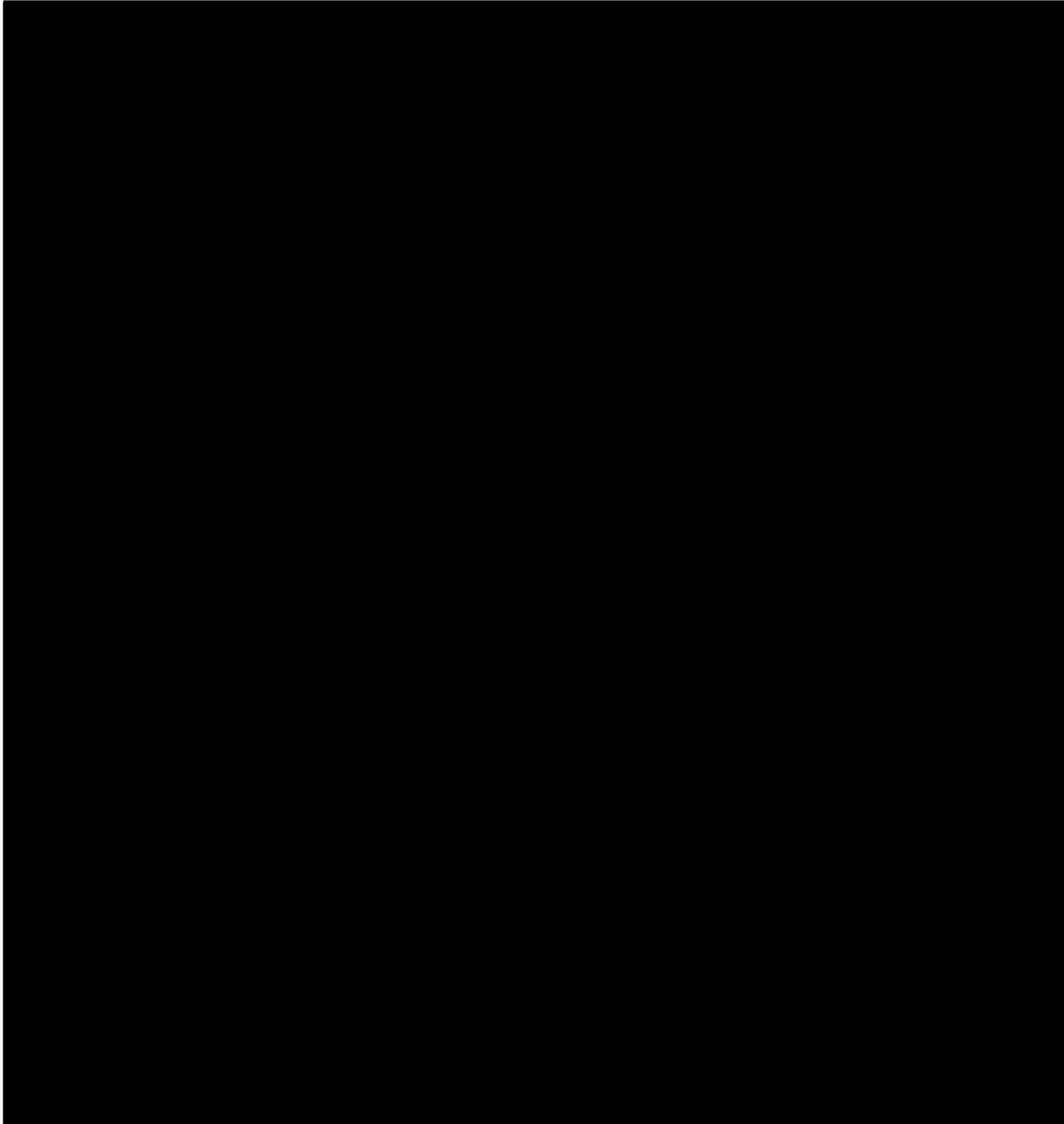
**SELLER:**

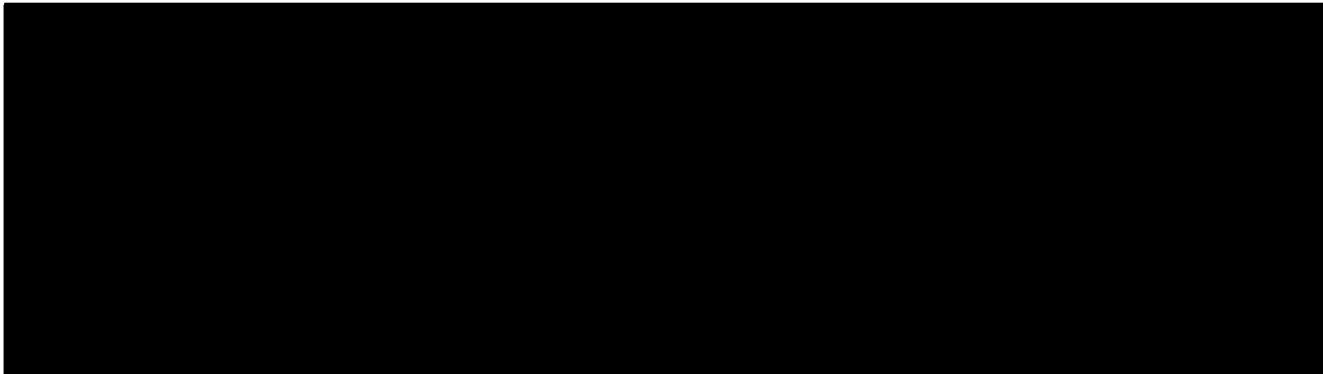
Maxwell Morgan, LLC, a  
Nebraska limited liability company

  
By: Rex Hansen  
Its: Manager

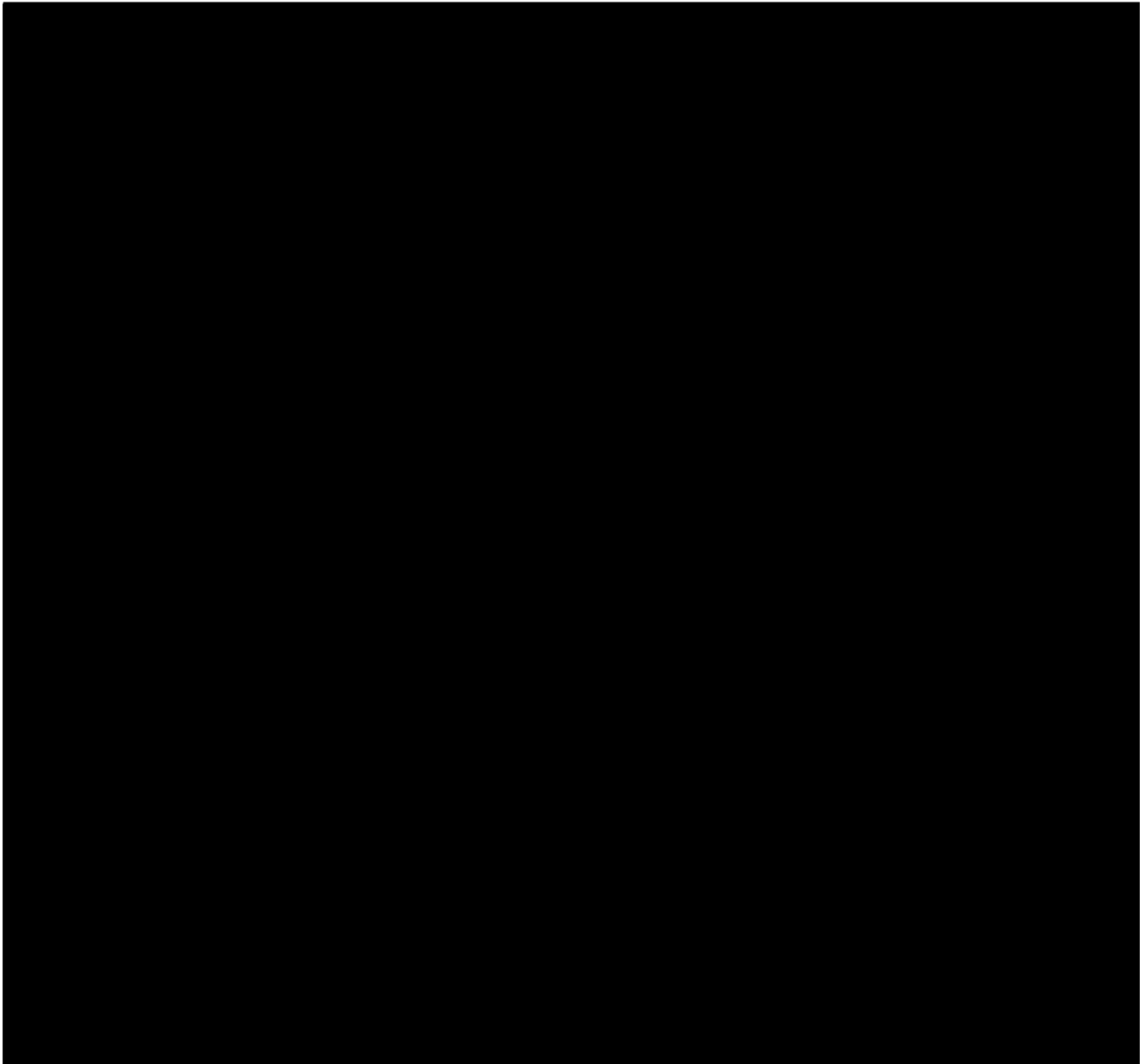
TURNOVER AGREEMENT

This TURNOVER AGREEMENT ("Agreement"), dated July 29, 2013 (the "Effective Date"), is between HOLDEN LLC ("Holden"), MICHAEL LEBLANC ("LeBlanc"), BEN PRUESS ("Pruess"), SCOTT ZERGEBEL ("Zergebel") and MAXWELL MORGAN, LLC ("Lender"). This Agreement refers to Holden, LeBlanc, Pruess and Zergebel collectively as the "Borrowers." This Agreement refers to Holden, LeBlanc, Pruess, Zergebel and Lender each as a "Party" and collectively as the "Parties."





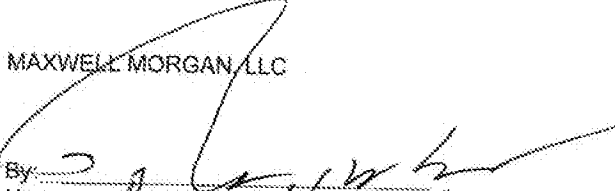
2. TURNOVER OF ASSETS. Borrowers agree to transfer all of each Borrower's right, title and interest, if any, in Holden's tangible and intangible assets, including all intellectual property listed on Exhibit A (collectively, the "Assets") to Lender (or its assignee) as follows:



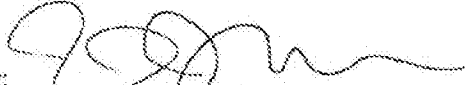
[SIGNATURE PAGE TO TURNOVER AGREEMENT]

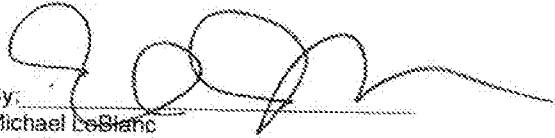
IN WITNESS OF THIS AGREEMENT, the Parties have executed this Agreement on the Effective Date.

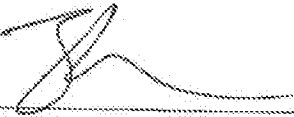
MAXWELL MORGAN, LLC

By:   
Name: Robert L. Hanson  
Title: Managing Director

HOLDEN, LLC

By:   
Name: Michael LeBlanc  
Title: manager member

By:   
Michael LeBlanc

By:   
Ben Pruess


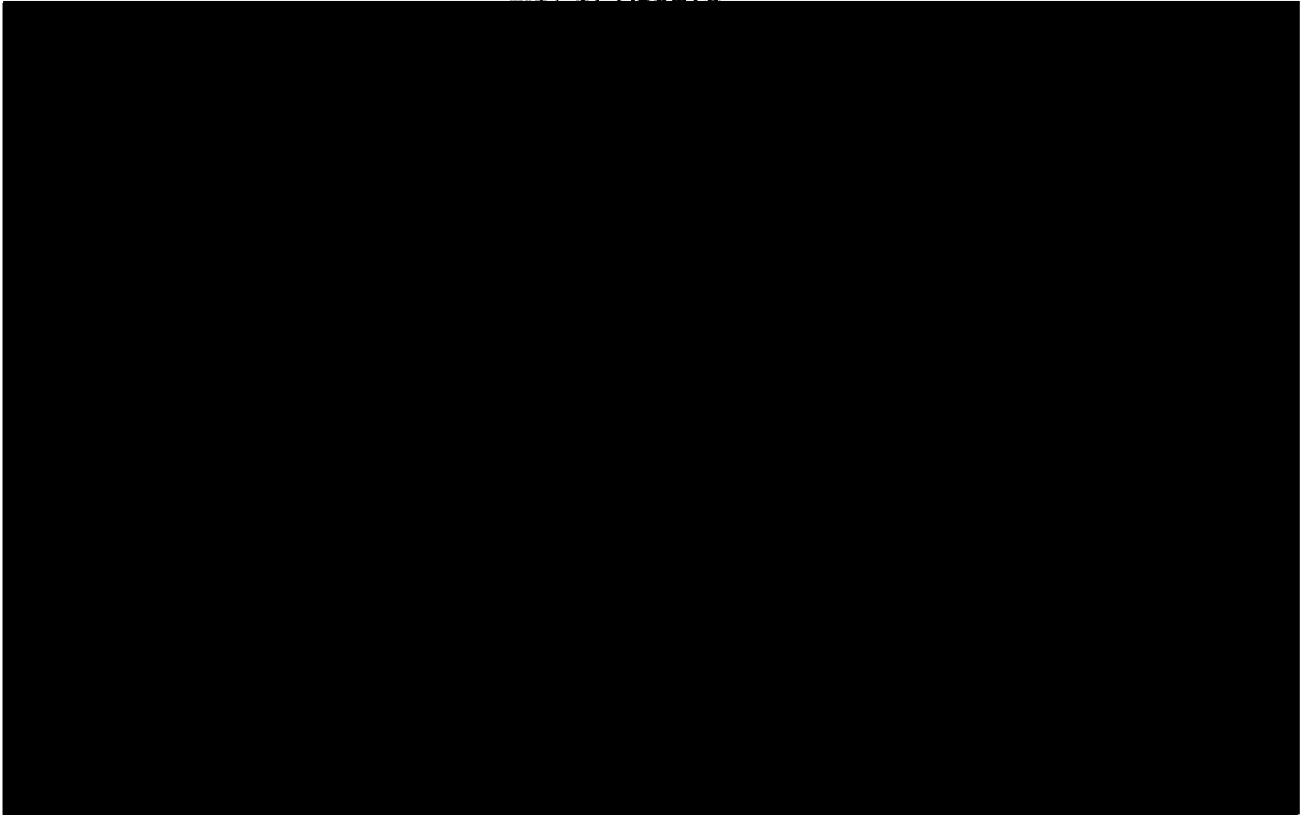
By:   
Scott Zergebel

EXHIBIT A  
LIST OF ASSETS



- all of Borrowers rights and interest in and to any Intellectual Property and other intangible property related to Holden, including, but not limited to the rights to Borrowers names and the Intellectual Property

