

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351984

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Young Distribution, Inc.		05/29/2015	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Man Stuff, Inc.		
<b>Street Address:</b>	19895 Franconia Trail		
<b>City:</b>	Shafer		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55074		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3724824	MAN LOTION	
<b>Registration Number:</b>	3937608	MAN RINSE	
<b>Registration Number:</b>	4329313	MAN SHAVE	
<b>Registration Number:</b>	3937629	MAN STUFF	
<b>Registration Number:</b>	3852779	MAN WASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506871219		
<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>	415-836-2570		
<b>Email:</b>	Emily.Pence@dlapiper.com		
<b>Correspondent Name:</b>	Emily Pence		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 2:</b>	390889-900100		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	390889-000001		
<b>NAME OF SUBMITTER:</b>	Emily Pence		
<b>SIGNATURE:</b>	/Emily Pence/		
<b>DATE SIGNED:</b>	08/19/2015		

CH \$140.00 3724824

**Total Attachments: 4**

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of the 29th day of May, 2015, is made by and between Young Distribution, Inc., a Minnesota corporation (the "Assignor") and Man Stuff, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor is the owner of certain rights in and to registered trademarks which are related to the Business, including, but not limited to, those trademarks identified on Schedule A and made part hereof (collectively, the "Marks"); and

WHEREAS, in connection with that certain Contribution Agreement dated as of May 29, 2015 (the "Agreement"), Assignee has acquired from Assignor, and Assignor has assigned, transferred, conveyed and delivered to Assignee any and all rights Assignor owns in the Marks, together with any common law, statutory or other rights therein and any goodwill of the business associated with the use of, or symbolized by, the Marks in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration contained herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. All defined terms herein adopt their meaning as defined in the Agreement. Where this Assignment provides a different meaning for any term or terms, this Assignment's definition shall be controlling for the purposes of this Assignment only.

2. Conveyance and Acceptance. Effective as of date hereof, Assignor has irrevocably, without reservation, sold, assigned, transferred, conveyed and delivered to Assignee (and to Assignee's successors and assigns) and Assignee has accepted any and all of Assignor's rights, title and interest in and to the Marks worldwide, including all common law, statutory and other rights therein and any and all trademark registrations and trademark registration applications relating to the Marks, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Marks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks, and any and all goodwill of the Business associated with the use of, or symbolized by, the Marks.

3. Retained Assets. Notwithstanding the foregoing, this Assignment shall not apply to, and shall not transfer any right, interest or title in any Retained Assets.

4. Recordation. Assignor and Assignee recognize that Assignee shall have the right, but shall have no obligation, to record this Assignment with any Governmental Entity.

5. Further Acts. Without additional consideration, Assignor and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

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IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

**ASSIGNOR:**

**ASSIGNEE:**

**YOUNG DISTRIBUTION, INC.**

**MAN STUFF, INC.**

By: Roberta Young

By: Jim Lawrence

Name: Roberta Young

Name: Jim Lawrence

Title: President

Title: Secretary

Date: May 29, 2015

Date: May 29, 2015

## **SCHEDULE A**

### **Trademarks**

- “Man Lotion”, registered with the United States Patent and Trademark Office on December 15, 2009, with registration number 3,724,824
- “Man Rinse”, registered with the United States Patent and Trademark Office on March 29, 2011, with registration number 3,937,608
- “Man Shave”, registered with the United States Patent and Trademark Office on April 30, 2013, with registration number 4,329,313
- “Man Stuff”, registered with the United States Patent and Trademark Office on March 29, 2011, with registration number 3,937,629
- “Man Wash”, registered with the United States Patent and Trademark Office on September 28, 2010, with registration number 3,852,779