

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355322

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/29/2013
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Holden LLC		07/29/2013	LIMITED LIABILITY COMPANY: OREGON

RECEIVING PARTY DATA

Name:	Maxwell Morgan, LLC
Street Address:	11560 SW 67th Avenue
Internal Address:	Suite 200W
City:	Portland
State/Country:	OREGON
Postal Code:	97223
Entity Type:	LIMITED LIABILITY COMPANY: NEBRASKA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78378687	HOLDEN

CORRESPONDENCE DATA

Fax Number: 2067492006

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.

Phone: 206-447-8925

Email: stepn@foster.com

Correspondent Name: Nancy V. Stephens

Address Line 1: 1111 3rd Avenue

Address Line 2: Suite 3400

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	208493-3 HOLDEN ASSIGN
NAME OF SUBMITTER:	Nancy V. Stephens
SIGNATURE:	/Nancy V. Stephens/
DATE SIGNED:	09/16/2015
Total Attachments: 4	

CH \$40.00 78378687

source=Turnover Agreement_Redacted EXHIBIT D#page1.tif

source=Turnover Agreement_Redacted EXHIBIT D#page2.tif

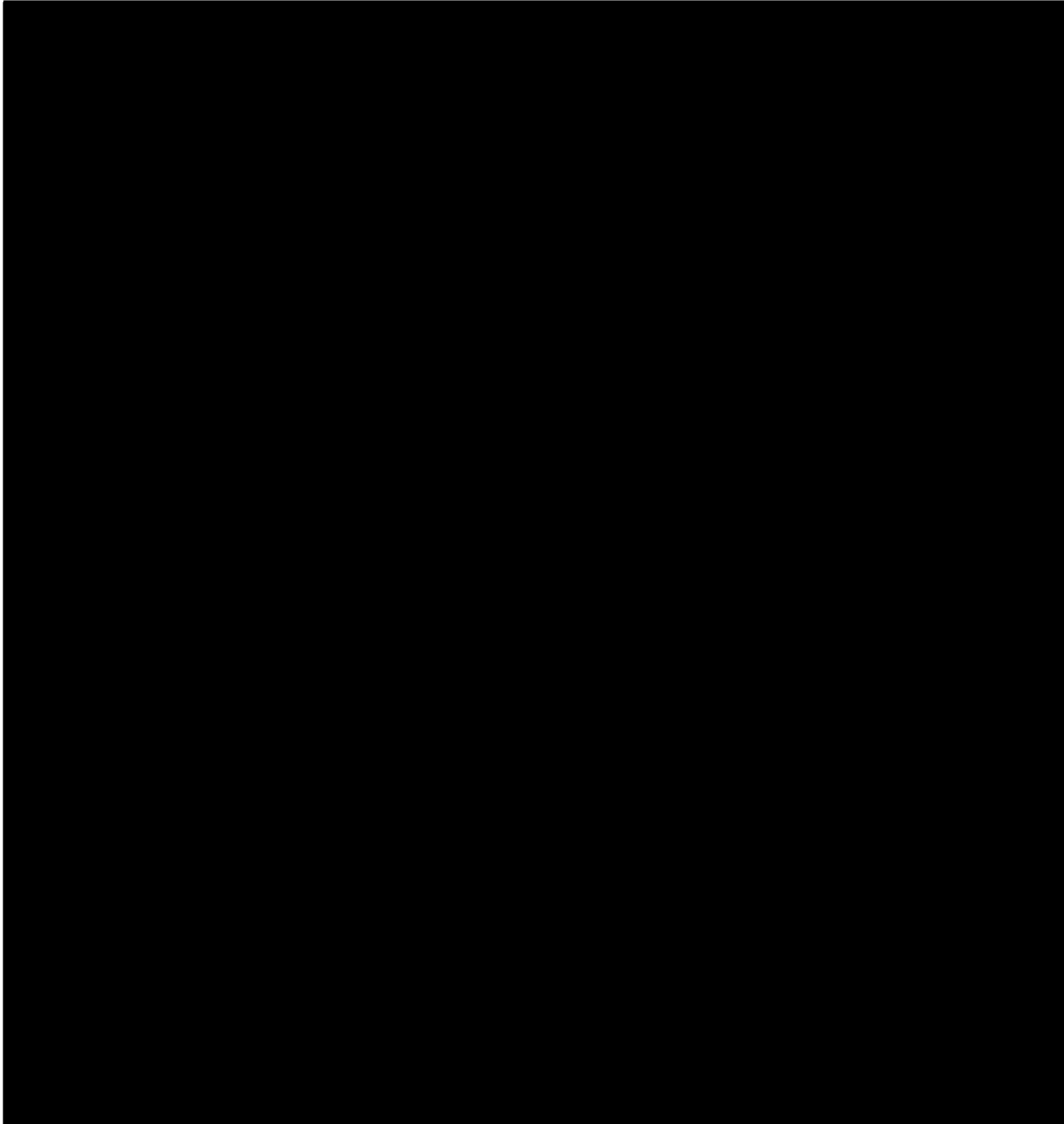
source=Turnover Agreement_Redacted EXHIBIT D#page3.tif

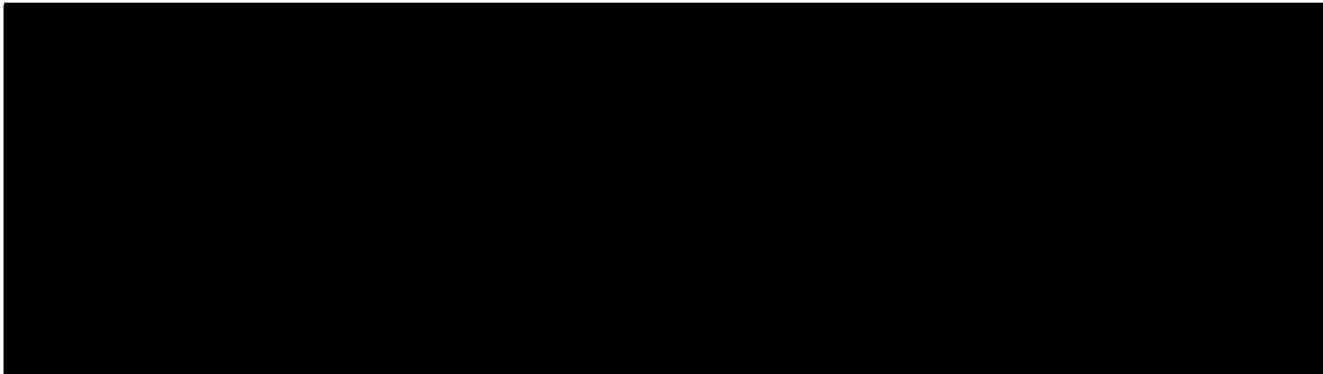
source=Turnover Agreement_Redacted EXHIBIT D#page4.tif

EXHIBIT "D"

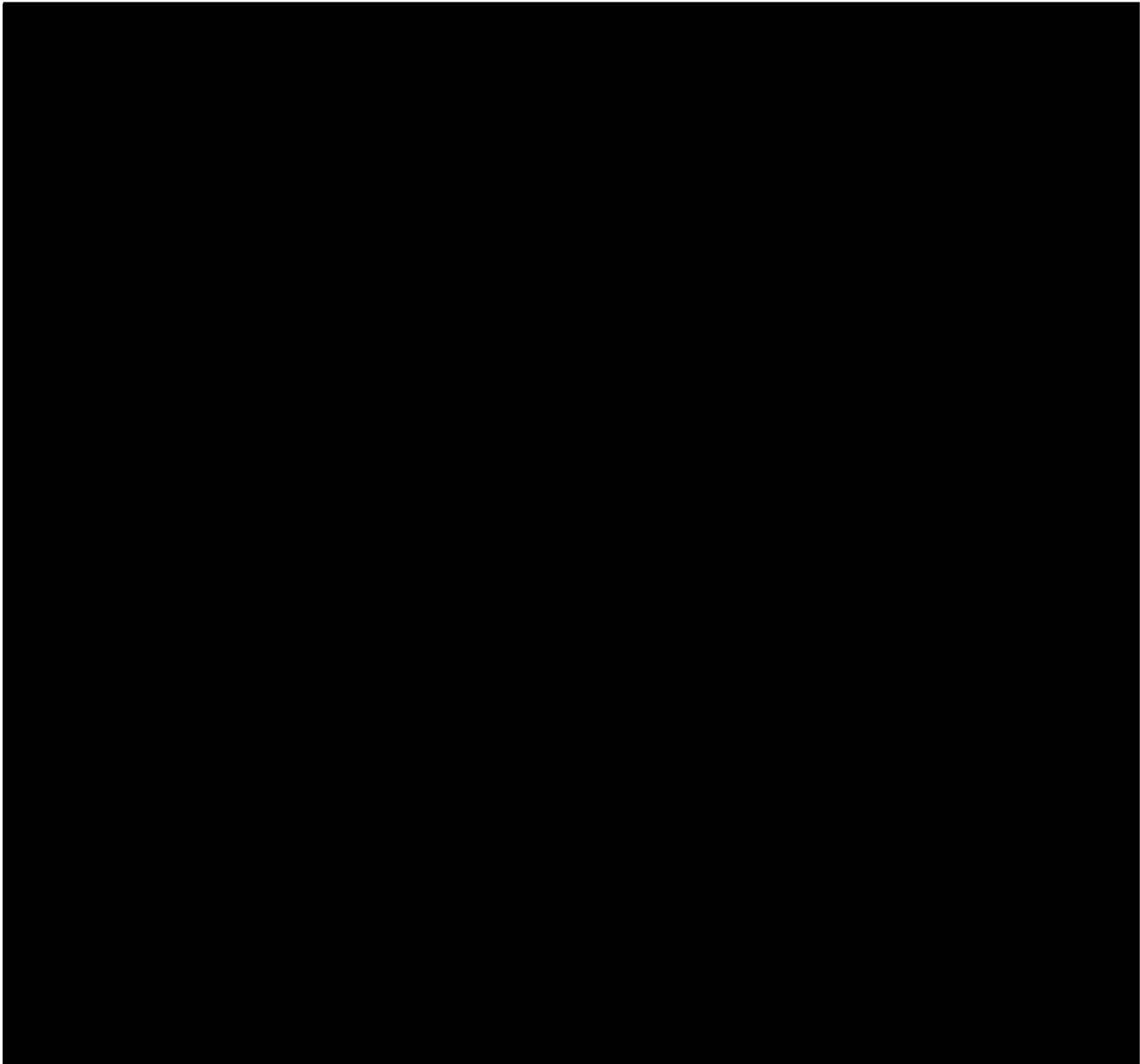
TURNOVER AGREEMENT

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."





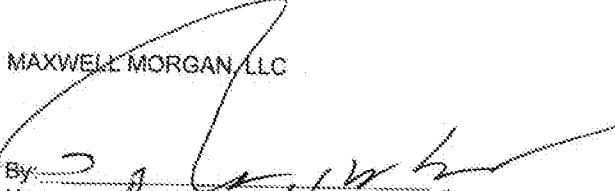
2. TURNOVER OF ASSETS. Borrowers agree to transfer all of each Borrower's right, title and interest, if any, in Holden's tangible and intangible assets, including all intellectual property listed on Exhibit A (collectively, the "Assets") to Lender (or its assignee) as follows:



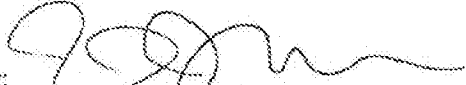
[SIGNATURE PAGE TO TURNOVER AGREEMENT]

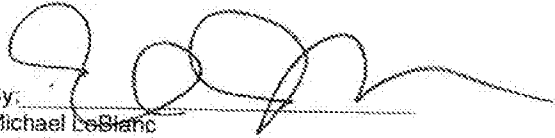
IN WITNESS OF THIS AGREEMENT, the Parties have executed this Agreement on the Effective Date.

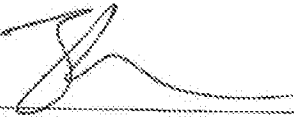
MAXWELL MORGAN, LLC

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

HOLDEN, LLC

By: 
Name: Michael LeBlanc
Title: manager member

By: 
Michael LeBlanc

By: 
Ben Pruess


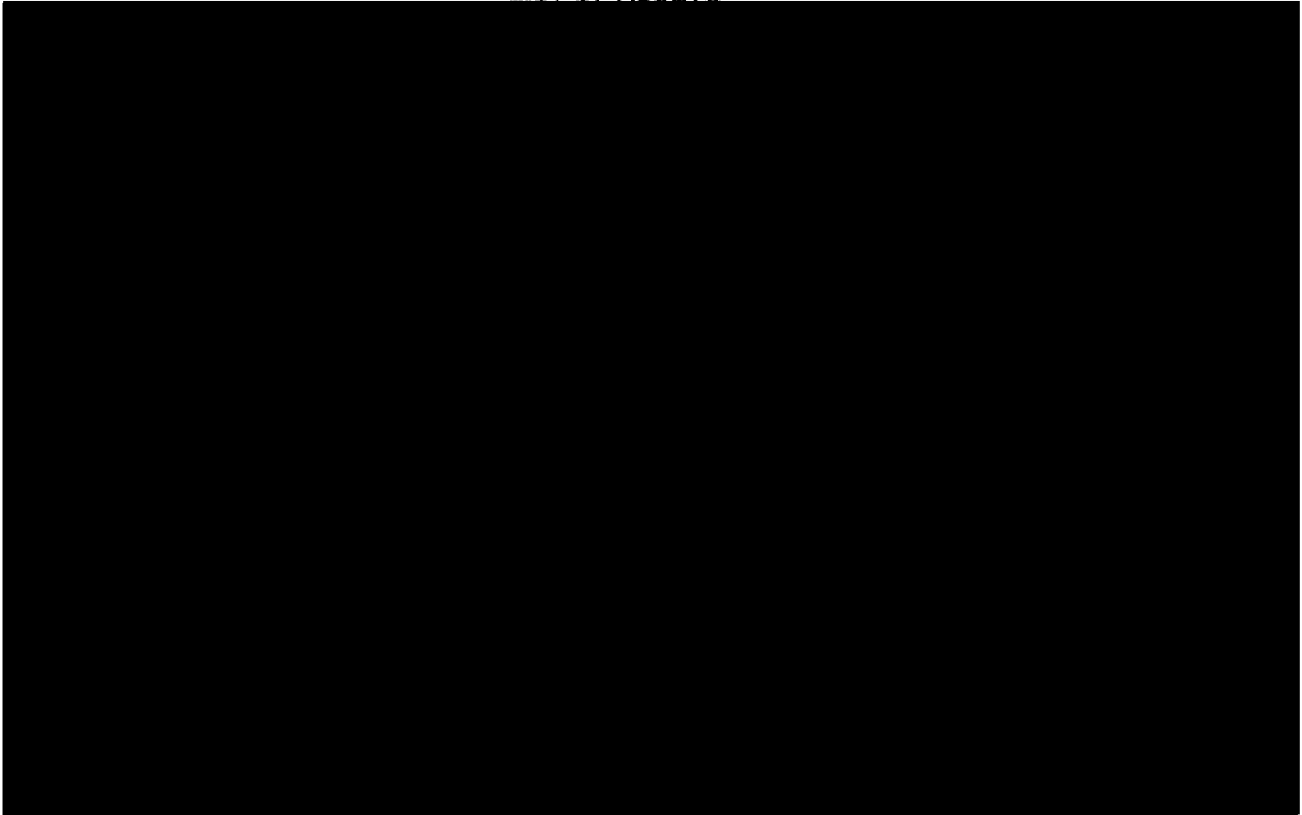
By: 
Scott Zergebel

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

