

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362166

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Troy Lee Designs		08/27/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seven Brand, Inc.		
<b>Street Address:</b>	18 Wall Street		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32801		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85827306	7 7	
<b>Registration Number:</b>	4739511	7 7	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8587942141		
<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>	858-794-2140		
<b>Email:</b>	nelson@weeksnelson.com		
<b>Correspondent Name:</b>	Gregory K. Nelson		
<b>Address Line 1:</b>	462 Stevens Avenue		
<b>Address Line 2:</b>	Suite 310		
<b>Address Line 4:</b>	Solana Beach, CALIFORNIA 92075		
<b>ATTORNEY DOCKET NUMBER:</b>	SEVEN ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Gregory K. Nelson		
<b>SIGNATURE:</b>	/gnelson/		
<b>DATE SIGNED:</b>	11/12/2015		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Trademark Assignment"), effective as of August 27, 2015 (the "Effective Date"), is by and between Troy Lee Designs, a California corporation (the "Assignor"), and Seven Brand, Inc., a Florida corporation (the "Assignee").

WHEREAS, Assignor is the owner of certain intellectual property related to the Seven brand of products, including, without limitation, all registered and unregistered trademarks, service marks, logos, trade names, trade dress, domain names, social media account names, and other source identifiers (the "Trademarks") owned by the Company, including without limitation the Trademark Registrations and Trademark Applications (each defined below) listed on Schedule 1 attached hereto;

WHEREAS, the Assignor has adopted, and as of the date of the Assignment was using and the owner of all rights, title and interests in and to the Trademarks, including without limitation the registered trademarks and service marks (the "Trademark Registrations") identified on Schedule 1 attached hereto, and the applications for trademark and service mark registrations (the "Trademark Applications") identified on Schedule 1 attached hereto, subject to any and all liens and encumbrances relating to such Trademark Registrations and Trademark Applications previously granted by the Company;

WHEREAS, the Assignor represents that the Assignor is capable and authorized to transfer all right, title and interest in the Trademarks;

WHEREAS, subject to the terms and conditions set forth in this Trademark Assignment, the Assignor is willing to assign to the Assignee its respective rights in such Trademarks;

WHEREAS, the Assignee desires to obtain ownership of the Trademarks in accordance with the terms and conditions set forth in this Trademark Assignment and the Sale Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the Assignee and the Assignor, intending to be legally bound, hereby agree as follows:

1. Assignment. The Assignor does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the Assignee, in perpetuity, all of its respective worldwide rights, title, and interests in and to all of the Trademarks, including without limitation the Trademark Registrations and Trademark Applications, and all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to said Trademarks, and all foreign counterparts thereof, together with rights of priority and protection of interest in such Trademarks and all administrative rights relating thereto, including without limitation the right to prosecute registration applications and oppose or seek to cancel third party registrations, and all choses-in-action pertaining thereto, including without limitation, the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any Trademark Application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

2. Recordation. In order to record this Trademark Assignment with the United States Patent and Trademark Office or any equivalent foreign trademark office (as applicable, the "PTO"), the parties hereto shall execute this Trademark Assignment, and the Assignee may execute the Recordation Cover Sheet or any similar document required by the PTO in order to record the assignment effected hereby. Thereafter, the Assignee may record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto, including, but not limited to, this Trademark Assignment and Schedule 1 hereto. At any time, and from time to time at Assignee's request and expense, the Assignor agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably requested by Assignee to more effectively vest full title in and to the Trademarks, including the Trademark Registrations and Trademark Applications in the Assignee.

3. Power of Attorney. The Assignor does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO. This power of attorney shall be irrevocable.

4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.

5. Successors and Assigns. This Trademark Assignment shall bind the Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns.

*[Signature page to follow]*

This Assignment of Trademarks is executed and delivered effective as of the Effective Date.

TROY LEE DESIGNS

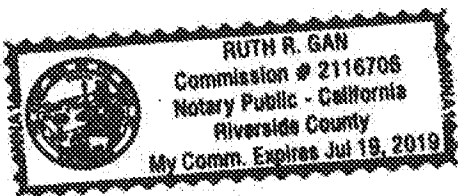
By: *Bill Keefe*  
Name: Bill Keefe  
Title: Secretary

COUNTY OF Riverside :

: SS.:

STATE OF CALIFORNIA :

BE IT REMEMBERED, that on this 27<sup>th</sup> day of August, 2015, before me, the subscriber, a notary public of the State of California, personally appeared Bill Keefe, who, I am satisfied, is the person who signed the foregoing Assignment of Trademarks, and he thereupon acknowledged that the said instrument made by the Assignee was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the Assignee.



*Ruth R. Gan*  
Notary Public

TRADEMARK ASSIGNMENT

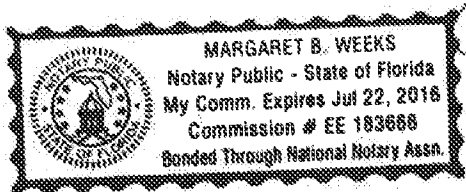
TRADEMARK  
REEL: 005667 FRAME: 0486

SEVEN BRAND, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_







COUNTY OF [ Polk ] :  
FLORIDA : SS.:  
STATE OF CALIFORNIA :






BE IT REMEMBERED, that on this 27 day of August, 2015, before me, the subscriber, a notary public of the State of California, personally appeared James M. Sewer, who, I am satisfied, is the person who signed the foregoing Assignment of Trademarks, and he thereupon acknowledged that the said instrument made by the Assignee was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the Assignee.

 Margaret B. Weeks  
Notary Public

Schedule 1

Trademark Registrations and Trademark Applications

Trademark	Country	App No	Filing Date	Reg No	Reg Date	Class
	USA	85/827,223	01/18/13	4,756,367	06/16/15	009, 025
	USA	85/827,286	01/18/13	4,739,512	05/19/15	009, 025
	USA	85/827,187	01/18/13			009, 025
	USA	85/827,244	01/18/13			009, 025
	USA	85/827,266	01/18/13	4,739,511	05/19/15	009, 025
	USA	85,827,306	01/18/13			009, 025

	EU (CTM)	02/07/13	11553864			009, 025, 028
	EU (CTM)	02/07/13	11553906			009, 025, 028
	EU (CTM)	02/07/13	11553914			009, 025, 028
	EU (CTM)	02/07/13	11553971			009, 025, 028
	EU (CTM)	02/07/13	11553997			009, 025, 028

*All other trademark registrations or applications anywhere in the world for "Seven" or "7," whether as a word mark or stylized.*