

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Debbie Batanides		11/06/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Second Generation, Inc.		
Street Address:	4433 Pacific Boulevard		
City:	Vernon		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4796081	GYPSIES & MOONDUST	
Registration Number:	4732636	CALIFORNIA GYPSY	
Serial Number:	86167857	GYPSY REBELLES	
CORRESPONDENCE DATA			
Fax Number:	8188279060		
<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:	8188279000		
Email:	agrabell@ebg-law.com, sbroffman@ebg-law.com		
Correspondent Name:	J. Alison Grabell		
Address Line 1:	c/o EBG LLP, 21650 Oxanrd Street		
Address Line 2:	Suite 500		
Address Line 4:	Woodland Hills, CALIFORNIA 91367		
ATTORNEY DOCKET NUMBER:	2948.015		
NAME OF SUBMITTER:	J. Alison Grabell		
SIGNATURE:	/J. Alison Grabell/		
DATE SIGNED:	11/14/2015		
Total Attachments: 3			

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**ASSIGNMENT OF TRADEMARKS
AND POWER OF ATTORNEY**

WHEREAS, DEBBIE BATANIDES, a United States individual, ("Assignor") owns all right, title and interest in and to the trademarks GYPSIES & MOONDUST, CALIFORNIA GYPSY and GYPSY REBELLES, and the trademark registrations, pending applications and any registrations that may issue therefrom, and all common law rights associated therewith (the "Trademarks") to the extent that such common law rights exist, pursuant to that certain Membership Interest Redemption Agreement dated as of November 6, 2015, and as set forth in Schedule I hereto and incorporated herein, and the goodwill associated therewith; and

WHEREAS, Assignor wishes to assign U.S. Trademark Registration Nos. 4796081 and 4732636 (the "Registrations") in the United States and whatsoever jurisdictions worldwide, as set forth in Schedule I hereto (the "Assignment of Registrations"); and

WHEREAS, Assignor wishes to assign U.S. Application Serial No. 86167857 (the "'857 Application") to register the '857 Application in the United States and whatsoever jurisdictions worldwide, as set forth in Schedule I hereto (the "Assignment of the '857 Application), including the business of applicant/Assignor to which the mark pertains, to Assignee; and

WHEREAS, in accordance and consistent with the terms of the Assignment, Assignor agrees to the Assignment of Registrations and the Assignment of the '857 Application to Assignee and to execute such documents and instruments of assignment as necessary to evidence such assignment of the Trademarks to Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably conveys, transfers, assigns, and delivers to Assignee all of Assignor's right, title and interest of whatever kind in and to the Trademarks, Registrations and the '857 Application, as set forth on Schedule I hereto, together with the goodwill of the business associated therewith.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office and any and all patent and trademark offices worldwide so as to establish Assignee as owner of record of the Trademarks.

Without limiting the foregoing, the rights assigned herein to the Trademark shall extend throughout the world, whether the Trademarks are registered or not and whether or not set forth on Schedule I hereto.

Without limiting the foregoing, the rights assigned herein shall include any causes of action or claims that have occurred or will occur, in connection with any of the rights assigned herein.

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Assignor further hereby revokes all previous powers of attorney related to the Trademarks as set forth on Schedule 1 hereto and appoints Assignee, with full power of substitution and revocation vested in Assignee, to prepare and execute on Assignor's behalf, any and all documents necessary or required by the United States Patent and Trademark Office and any and all foreign patent and trademark offices worldwide in connection with and to demonstrate Assignor's consent to use, register, and/or attempt to register the Trademarks as set forth on Schedule 1 hereto by Assignee and Assignee's successors and assigns.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, promptly to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Worldwide Assignment of Trademarks and Power of Attorney; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office and any and all foreign patent and trademark offices worldwide so that Assignee's ownership of the Trademarks is duly made of record, at Assignee's sole expense.

This Assignment of Trademarks and Power of Attorney shall be binding upon and inure to the benefit of the parties hereto, and their heirs, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks and Power of Attorney at Los Angeles, California on November 6, 2015.

ASSIGNOR

DEBBIE BATANIDES

By: 

Name: DEBBIE BATANIDES

ASSIGNEE

SECOND GENERATION, INC.

By: 

Name: Michael P. Weisberg

Its: CEO

SCHEDULE 1
TRADEMARKS

MARK	Registration/Application No.
GYPSIES & MOONDUST	4796081
CALIFORNIA GYPSY	4732636
GYPSY REBELLES	86167857

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