TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM397442

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Popular Culture Ltd		04/26/2016	Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Good American, LLC		
Street Address:	3578 Hayden Avenue		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Serial Number:	86834107	GOOD AMERICAN	
Serial Number:	87010330	THE GOOD AMERICAN	
Serial Number:	87024539	GA	

CORRESPONDENCE DATA

Fax Number: 2125939175

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: 212-980-0120 Email: pto@fkks.com

Frankfurt Kurnit Klein & Selz PC **Correspondent Name:**

Address Line 1: 488 Madison Avenue

Address Line 2: Attn.: Trademark Department Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Matthew Bart	
SIGNATURE:	/Matthew Bart/	
DATE SIGNED:	09/06/2016	

Total Attachments: 3

source=Good American Assignment#page1.tif source=Good American Assignment#page2.tif

> **TRADEMARK** REEL: 005870 FRAME: 0797

900377064

source=Good American Assignment#page3.tif

TRADEMARK REEL: 005870 FRAME: 0798

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is entered into effective as of 26th April, 2016 (the "Effective Date") by and between Good American, LLC, a Delaware limited liability company ("Assignee") and Popular Culture Limited, a United Kingdom entity ("Assignor").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in and to all intellectual property of or relating to the Assignee's brand including, without limitation, Assignee's trade name, logo, and other intellectual property and domain names as set forth in <u>Schedule 1</u> attached hereto (the "<u>Intellectual Property</u>").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby sells, assigns, transfers, and relinquishes to Assignee, its successors and assigns, all right, title and interest in and to the Intellectual Property and all applications and/or registrations therefor, together with the goodwill associated with all trademarks included in the Intellectual Property, including all of Assignor's rights to sue and recover for damages arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Intellectual Property or the associated goodwill.

Assignor hereby agrees to execute and deliver upon the request of Assignee such additional documents as are necessary to register and otherwise give full effect to the rights of Assignee under this Assignment in and to the Intellectual Property, including all documents necessary to record in the name of the Assignee the assignment of the trademarks with the United States Patent and Trademark Office or the corresponding entity in any other country.

This Assignment constitutes the entire understanding between the parties hereto with respect to the subject matter of this Assignment and supersedes all prior agreements whether written or oral. No waiver, modification or addition to this Assignment will be valid unless made in writing and signed by all of the parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

This Assignment and the performance hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, as applied to contracts made and performed entirely in such jurisdiction, without reference to conflicts of law principles.

This Assignment may be executed in one or more counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Signature pages transmitted by facsimile, e-mail or other electronic means shall be deemed to be originals.

(Signatures appear on next page)

32067-00002/2611877.4

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

"ASSIGNOR"

POPULAR CULTURE LIMITED

Name: Erik Torstensson

Title: Director

"ASSIGNEE"

GOOD AMERICAN, LLC

Name: FT Unkan Haiman

Title: Manager

(Signature Page to Intellectual Property Assignment)

TRADEMARK REEL: 005870 FRAME: 0800

SCHEDULE 1

Intellectual Property

Section 1 - Trade Marks

Country	Application Number	Application Date	Mark	Classes
European Union	014839451	25 November 2015	GOOD AMERICAN	18, 25, 35
European Union	015452981	18 May 2016	GOOD AMERICAN	3, 9, 14
European Union	015402035	4 May 2016	R	25
Hong Kong	303779533	18 May 2016	GOOD AMERICAN	25
United States	86834107	30 November 2015	GOOD AMERICAN	18, 25, 35
United States	87010330	22 April 2016	THE GOOD AMERICAN	25
United States	87024539	4 May 2016	S	25
WIPO	014839451_01	18 May 2016	GOOD AMERICAN	3, 9, 14, 18, 25, 35

Section 2 - Domain Names

good-american.co
good-american.co.uk
good-american.com
good-american.info
good-american.net
good-american.org
goodamerican.clothing
goodamerican.co
goodamerican.co.uk
goodamerican.net
goodamerican.net
goodamerican.net

goodamericanjeans.com shopgoodamerican.co.uk shopgoodamerican.com thegaproject.com thegoodamerican.biz thegoodamerican.co thegoodamerican.co.uk thegoodamerican.com thegoodamerican.info thegoodamerican.net

32067-00002/2611877.4

RECORDED: 09/06/2016

TRADEMARK
REEL: 005870 FRAME: 0801