

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425744

<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>
Huckberry LLC		04/28/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Huckberry Inc.		
<b>Street Address:</b>	290 Utah Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4067217	HUCKBERRY	
<b>Registration Number:</b>	4275614	FLINT AND TINDER	
<b>Serial Number:</b>	87254979	WHISKEY PEAKS BY HUCKBERRY	
<b>Serial Number:</b>	87255081	HUCKBERRY	
<b>Serial Number:</b>	87405033	10-YEAR HOODIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	415-735-35		
<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>Email:</b>	mquan@mitzelgroup.com		
<b>Correspondent Name:</b>	Lisa Liu		
<b>Address Line 1:</b>	44 Montgomery Street		
<b>Address Line 2:</b>	Suite 1660		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>NAME OF SUBMITTER:</b>	Richard Greiner		
<b>SIGNATURE:</b>	/Richard Greiner/		
<b>DATE SIGNED:</b>	05/01/2017		
<b>Total Attachments: 2</b>			
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OP \$140.00 4067217



ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement ("Agreement") is made as of April 28, 2017 ("Effective Date") between Huckberry Inc., a California corporation ("Assignee"), and Huckberry LLC, a California limited liability company ("Assignor").

WHEREAS, Assignor is the owner of the trademarks and registrations or pending registrations thereof in the United States Patent and Trademark Office as set forth in the attached Exhibit A, together with the goodwill of the business connected with and symbolized by said trademarks; and

WHEREAS, said trademarks and registrations or pending registrations are among the assets that Assignor agreed to assign per the terms below, and Assignee desires to acquire, together with the goodwill of the business connected with and symbolized by said trademarks and all other rights, interest and title to all indications of source related to Assignor's business to which the trademarks pertains, and the ongoing and existing business specifically related to the goods and/or services of the registrations and to which the trademarks pertains;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers and assigns to the Assignee, and its successors and assigns, all right title, and interest in and to: (a) said trademarks and registrations or pending registrations listed in Exhibit A and any extension, filing or renewal of such registration or application and the ongoing and existing business specifically related to the goods and/or services of the registration and to which the trademarks pertain; (b) all other indications of origin relating to Assignor's business specifically related to the goods and/or services of the registrations; (c) all goodwill associated with the aforementioned trademarks and indications of source; (d) any unregistered rights in any of the foregoing; (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing; (f) all income, royalties, damages, and other payments now and hereafter due or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present and future infringements thereof), and (g) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. Counterparts. Assignor and Assignee agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one in the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Huckberry LLC

By:

Name: Richard Greiner

Title: Manager

Huckberry Inc.

By:

Name: Richard Greiner

Title: Co-Founder/Co-CEO

EXHIBIT A

Trademark	Status	Registration or Serial No.	Territory	Class & Goods/Services	Registration or Application Date
Huckberry	Registered	Registration Number: 4067217	USA	35 – On-line retail store services featuring a wide variety of consumer goods of others.	December 6, 2011
Flint and Tinder	Registered	Registration Number: 4275614	USA	25 – Boxer briefs; Boxer shorts; Briefs; Briefs; Knitted underwear; Men's underwear; Underwear.	January 15, 2013
Whiskey Peaks by Huckberry	Review prior to publication completed. To be published May 9, 2017.	Serial Number: 87254979	USA	21 – Cups, glassware for whiskey, cocktails, and other beverages.	December 2, 2016
Huckberry (Tree Logo Design Mark)	Review prior to publication completed. To be published May 9, 2017.	Serial Number: 87255081	USA	35 – Online retail store services featuring a wide variety of consumer goods of others.	December 2, 2016
10-Year Hoodie	Assigned to examining USPTO attorney.	Serial Number: 87405033	USA	25 – Sweatshirts, pullovers, jackets, sweaters for adults, children, men and women.	April 10, 2017