

900432391 12/15/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM454802

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reselience LLC		09/26/2016	LLC: CALIFORNIA
RECEIVING PARTY DATA			
Name:	South Park Creative LLC		
Street Address:	1035 South Grand Avnue		
Internal Address:	Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90015		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3363382	BOHEMIAN ARMY	
CORRESPONDENCE DATA			
Fax Number:	2137447901		
<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:	2137447900		
Email:	RNJ@southparkcreative.com		
Correspondent Name:	South Park Creative LLC		
Address Line 1:	1035 South Grand Avenue		
Address Line 2:	Suite 300		
Address Line 4:	Los Angeles, CALIFORNIA 90015		
NAME OF SUBMITTER:	/Raphael Javaheri/		
SIGNATURE:	/Raphael Javaheri/		
DATE SIGNED:	12/15/2017		
Total Attachments: 3			
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OP: \$40.00 3363382

Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 26 day of September, 2016 (the "Effective Date") by and between Resilience LLC (the "Assignor"), a California Limited Liability Company located at 1035 South Grand Avenue, Los Angeles, CA, 90015 and South Park Creative LLC (the "Assignee"), a Delaware Limited Liability Company located at 1035 South Grand Avenue, Suite 300, Los Angeles, California, 90015.

1. **Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: Bohemian Army™

Application or Registration Number: 3363382

State of Registration: Delaware

Date of Application or Registration: December 15, 2017

Description of Goods/Services: Blouses; Boots; Coats; Denim jackets; Denims; Footwear; Head wear; Jackets; Pants; Shirts; Shoes; Skirts and dresses; Sleepwear; Socks; Sweat pants; Sweat shirts; Sweaters; Swim wear; T-shirts; Vests; Leggings, Bras; Outwear

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
3. **Consideration.** Assignee shall pay Assignor the sum of \$500.00, payable on December 29, 2017 in consideration for assignment of the Mark.
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in

order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.

5. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
7. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing
8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Delaware for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
10. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

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

Resilience LLC

By: 

Name: Raphael Javaheri

Title: Managing Member

South Park Creative LLC

By: Raphael Javaheri
Name: Raphael Javaheri
Title: Managing Member