

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hopper Art Trust		11/01/2018	Trust: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hayward Luxury Incorporated		
Street Address:	954 Lexington Ave #213		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10021		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87881254	HOPPER	
Serial Number:	87178881	HOPPER	
Serial Number:	87002316	DENNIS HOPPER EASY RIDER	
Serial Number:	87002305	EASY RIDER	
Serial Number:	87002296	HOPPER	
Serial Number:	87002289	DENNIS HOPPER	
Serial Number:	87002275	GRASSHOPPER	
Serial Number:	87526086	HOPPER	
Serial Number:	86756208	DENNIS HOPPER	
Serial Number:	85978207	HOPPER	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chandler Stephens		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		

OP \$265.00 87881254

ATTORNEY DOCKET NUMBER:	1000338913
NAME OF SUBMITTER:	Chris R. Andersen
SIGNATURE:	/Chris R. Andersen/
DATE SIGNED:	11/20/2018

Total Attachments: 10

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NAME RIGHTS ASSIGNMENT

This Name Rights Assignment (this “Name Rights Assignment”) is made effective as of November 1, 2018 (“Effective Date”), by and among the Hopper Art Trust (“HAT”), as assignor, and Hayward Luxury Incorporated, a Delaware corporation (“Hayward Luxury”), as assignee, (each a “Party” and, collectively, the “Parties”), with reference to the following facts and circumstances.

RECITALS

WHEREAS, HAT and Hayward Luxury have entered into that certain Intellectual Property Purchase Agreement dated effective November 1, 2018 (the “IP Purchase Agreement”) for the purchase and licensing of intellectual property pertaining to Dennis Hopper; and

WHEREAS, HAT and Hayward Luxury execute this Name Rights Assignment pursuant to the terms and conditions of the IP Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, including the agreements and covenants hereinafter set forth and the mutual covenants set forth in the IP Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions.

- 1.1. “Assigned Marks” has the meaning set forth in Section 2.
- 1.2. “Assigned Name Rights” means the Assigned Marks and the Assigned Rights of Publicity.
- 1.3. “Assigned Rights of Publicity” has the meaning set forth in Section 3.
- 1.4. “Effective Date” has the meaning set forth in the preamble.
- 1.5. “Hayward Luxury” has the meaning set forth in the preamble.
- 1.6. “Hopper Art Trust” means the trust known as The Hopper Art Trust created on November 23, 2010 by a trust agreement under California law and “HAT” has the meaning set forth in the preamble.
- 1.7. “IP Purchase Agreement” has the meaning set forth in the recitals.
- 1.8. “Name Rights” means Trademarks, Trade Names, and Rights of Publicity.
- 1.9. “Name Rights Assignment” has the meaning set forth in the preamble.
- 1.10. “Party” and “Parties” have the meanings set forth in the preamble.

- 1.11. “Rights of Publicity” means the rights in the name, image, voice, likeness, signature, or persona of a person, as recognized by California law, including Cal. Civ. Code 3344.1, and any other comparable state, federal, or foreign law.
 - 1.12. “Social Media” means online communications channels dedicated to community-based input, interaction, content sharing, and collaboration, including but not limited to Facebook, Instagram, Twitter, Snapchat, and LinkedIn.
 - 1.13. “Trademark(s)” means trademarks, service marks, brand names, trade dress, and any other indicia of origin recognized and protected under federal, state, or foreign law.
 - 1.14. “Trade Name(s)” means a name or designation used by a business to identify itself or distinguish itself from others.
2. Trademark and Trade Name Assignment. HAT does hereby assign and agree to assign to Hayward Luxury all right, title and interest of HAT in and to any and all Trademarks and Trade Names pertaining to Dennis Hopper which HAT owns or has used for any and all goods and services, including, without limitation, those incorporating the name, image, or likeness of Dennis Hopper and those specifically set forth on Schedule 1 (all of the foregoing, collectively, “Assigned Marks”), together with the goodwill of the business connected with the use of and symbolized by the Assigned Marks, as well as the following: (i) any and all applications or registrations for the Assigned Marks; (ii) any and all common law rights in the Assigned Marks; (iii) any and all domain names and Social Media accounts incorporating the Assigned Marks; and (iv) any and all claims and demands HAT may have either at law or in equity arising out of any past infringements of the Assigned Marks. Hayward Luxury hereby accepts the assignment of the aforementioned rights.
 3. Rights of Publicity Assignment. HAT does hereby assign and agree to assign to Hayward Luxury all right, title and interest of HAT in and to any and all Rights of Publicity of Dennis Hopper, including in Dennis Hopper’s name, image, likeness, voice, signature, and persona (the “Assigned Rights of Publicity”), together with any and all claims and demands HAT may have either at law or in equity arising out of any past violation of the Assigned Rights of Publicity. Hayward Luxury hereby accepts the assignment of the aforementioned rights.
 4. Agreement Not to Challenge Ownership. HAT shall not directly or indirectly challenge, through court proceedings, administrative proceedings, or otherwise, Hayward Luxury’s ownership of the Assigned Name Rights at any time.
 5. Further Assurances. HAT does hereby expressly agree that Hayward Luxury may singly, and without assistance or consent from HAT, undertake procedures to record this Name Rights Assignment and the transfer of the rights set forth herein in the United States Patent and Trademark Office or other applicable agency or governmental entity. The Parties agree to execute further documents that may be necessary to effectuate the intent of this Name Rights Assignment.

6. Intent to Use Applications. In the case of United States Trademark applications for the Assigned Marks based on an intent to use, with no allegation of use, HAT hereby acknowledges that Hayward Luxury is the successor to that portion of HAT's ongoing and existing business to which the Trademarks in these applications pertain as required by 15 U.S.C. § 1060.
7. Phase Out Period for Domain Names. For any domain names assigned pursuant to this Name Rights Assignment, HAT is permitted a phase out period of three (3) months during which they may use such domain names to redirect web traffic to an alternate domain name that has not been assigned to Hayward Luxury hereunder. After this phase out period expires, HAT shall transfer the registration of the assigned domain names to Hayward Luxury in accordance with the process and procedures of the applicable domain name registrar.
8. Representations and Warranties. HAT represents and warrants that it has the requisite right, title and interest in and to the Assigned Name Rights and related rights described in Sections 2 and 3, and the authority to assign such right, title, and interest to Hayward Luxury. HAT represents and warrants that Marin Hopper and Alex Hitz are the sole trustees of the Hopper Art Trust and have the requisite authority under the operative Hopper Art Trust agreement to bind HAT under this Name Rights Assignment.
9. Future Assignments. This Name Rights Assignment and all right, title and interest in the Assigned Name Rights received by Hayward Luxury hereunder shall be freely assignable.
10. Miscellaneous.
 - 10.1. Counterparts. This Name Rights Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf) for the convenience of the Parties), each of which will be deemed an original, and all of which together will constitute one and the same instrument.
 - 10.2. Headings. The section headings contained in this Name Rights Assignment are solely for reference and convenience and shall not in any way affect the meaning or interpretation of this Name Rights Assignment.
 - 10.3. Severability. The invalidity or unenforceability of any provision of this Name Rights Assignment will not affect the validity or enforceability of any other provision of this Name Rights Assignment, each of which will remain in full force and effect.
 - 10.4. Binding Effect. This Name Rights Assignment will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
 - 10.5. Entire Agreement. This Name Rights Assignment, the IP Purchase Agreement, and other agreements executed pursuant to the IP Purchase Agreement contain the entire agreement and understanding of the Parties relating to the subject matter

hereof and thereof and supersede all prior and contemporaneous written and oral agreements and understandings relating to the subject matter hereof and thereof.

- 10.6. No Oral Modification. This Name Rights Assignment may be amended, supplemented, or modified only by written instrument making specific reference hereto and signed by the Party against whom enforcement is sought.
- 10.7. Construction. This Name Rights Assignment shall be construed without regard to any presumption or other rule requiring construction against the drafting Party.
- 10.8. No Waiver. No delay or omission by any Party hereto to exercise any right or power occurring upon any non-compliance or default by the other Party with respect to any of the terms of this Name Rights Assignment shall impair any such right or power or be construed to be a waiver thereof. A waiver of non-performance by a Party shall not be construed to be a waiver of any subsequent non-performance.
- 10.9. Remedies for Breach. HAT acknowledges and agrees that Hayward Luxury would be damaged irreparably, and that monetary damages will be insufficient, in the event of a breach of this Name Rights Assignment. Accordingly, HAT agrees that Hayward Luxury shall be entitled to injunctive relief. Hayward Luxury's right to seek and obtain injunctive relief shall be without prejudice to any other rights and remedies available to Hayward Luxury at contract or at law.
- 10.10. Survival. In addition to the survival provisions set forth elsewhere in this Name Rights Assignment, the following provisions shall survive termination of this Name Rights Assignment and shall remain in full force and effect in accordance with their respective terms: Section 5 (Further Assurances), Section 8 (Representations and Warranties), Section 9 (Future Assignments), and Section 10.9 (Remedies for Breach).
- 10.11. Incorporation by Reference. The schedules attached to this Name Rights Assignment are hereby incorporated by reference.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Name Rights Assignment to be
duly executed by their authorized representatives on the dates set forth below.

Hayward Luxury Incorporated

Hopper Art Trust

By: Marin Hopper by Alex Hitz

Name: Marin Hopper

Title: Trustee

Date: November, 2018

By: Alex Hitz

Name: Alex Hitz

Title: Trustee

Date: November, 2018

By: _____

Name: John Goldstone

Title: Chief Executive Officer

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Name Rights Assignment to be duly executed by their authorized representatives on the dates set forth below.

Hopper Art Trust

Hayward Luxury Incorporated

By: _____

By:  _____

Name: Marin Hopper

Name: John Goldstone

Title: Trustee

Title: Chief Executive Officer

Date: _____

Date: 11/2/18

By: _____

Name: Alex Hitz

Title: Trustee

Date: _____

Schedule 1
Assigned Marks

Domain Names and Social Media
www.dennishopper.com
"Dennis Hopper" Verified Facebook Page

Trade Names
Hopper Art Trust

U.S. Trademark Applications and Registrations			
Serial Number	Registration Number	Mark	Goods & Services
87881254		HOPPER	Class 3: Amenity kits, filled with cosmetics including lip balm, and breath mints, sold as a unit
87178881		HOPPER	Class 21: microfiber eyeglass cleaning cloths featuring the ability to be worn on a user's head like a bandana
87002316		DENNIS HOPPER EASY RIDER	Class 28: slot machines
87002305		EASY RIDER	Class 28: slot machines
87002296		HOPPER	Class 3: facial creams Class 28: slot machines
87002289		DENNIS HOPPER	Class 3: facial creams Class 28: slot machines
87002275		GRASSHOPPER	Class 3: facial creams Class 28: slot machines
87526086		HOPPER	Class 9: Motorcycle goggles; motorcycle helmets; protective clothing and gear, namely, articles of protective clothing for wear by motorcyclists for protection against accident or injury, bags specially adapted for protective helmets; protective helmets; sound recording apparatus and accessories, namely, covers specially adapted for such sound recording apparatus; musical sound recordings; downloadable electronic publications in the nature of books, magazines, newsletters, pamphlets, booklets and brochures in the field of motorcycles, art, photography, film, and the life of an actor; motion picture films in the field of motorcycles, art, photography, film, and the

U.S. Trademark Applications and Registrations			
Serial Number	Registration Number	Mark	Goods & Services
			<p>life of an actor; digital video discs in the field of motorcycles, art, photography, film, and the life of an actor; storage cases for CDs and DVDs</p> <p>Class 18: Bags, namely, messenger bags, all-purpose sports bags, duffel bags, carry-all bags; wallets; luggage; backpacks; trunks and traveling bags; tote bags; carrying cases; leather goods included in this class, namely, leather key chains, leather pouches, leather cases; umbrellas</p> <p>Class 25: Clothing, namely, shirts, pants, jackets, t-shirts, denim shirts, jeans, denim jackets, leather jackets, ponchos; footwear, headwear; clothing, namely, motorcycle gloves, motorcycle jackets and motorcycle rain suits, footwear and headwear for use with motorcycles</p>
86756208		DENNIS HOPPER	<p>Class 3: aftershave lotion</p> <p>Class 9: Eyewear and sunglasses; motorcycle goggles; motorcycle helmets; protective clothing and gear, namely, articles of protective clothing for wear by motorcyclists for protection against accident or injury, bags specially adapted for protective helmets; protective helmets; sound recordings featuring motorcycle sounds, music, spoken word and soundtracks; video recordings featuring motion picture films, portions of motion picture films, stills from motion picture films, documentaries, interviews, and footage featuring motorcycles, motorcycle events, artwork and photography; downloadable sound recordings featuring motorcycle sounds, music, spoken word and soundtracks; downloadable video recordings featuring motion picture films, portions of motion picture films, stills from motion picture films, documentaries, interviews, and footage featuring motorcycles, motorcycle events, artwork and photography; electronic apparatus and instruments, namely, portable radios, portable MP3 players, mobile phones, 2-way radios, mobile phone covers, personal digital assistants, and covers for personal digital assistants; headphones; headphones for motorcyclists; downloadable ringtones and graphics for mobile phones; downloadable electronic publications in the nature of newsletters in the field of motorcycles, art, photography, film, and the life of an actor, and downloadable posters and downloadable photographs in the fields of motorcycles, art, film, and the life of an actor</p> <p>Class 12: Motorcycles; all terrain vehicles; land vehicles; off-road recreational and racing vehicles; motorcycle bags, namely, tank bags, saddle bags, sissy bar bags and tail bags; luggage especially adapted for use on motorcycles</p> <p>Class 18: Bags, namely, messenger bags, all-purpose sports bags, duffel bags, carry-all bags; wallets; small leather accessories, namely, leather key chains, leather pouches, leather cases; luggage; backpacks; trunks and traveling bags;</p>

U.S. Trademark Applications and Registrations			
Serial Number	Registration Number	Mark	Goods & Services
			<p>tote bags; carrying cases</p> <p>Class 25: Clothing, namely, shirts, pants, jackets, t-shirts, denim shirts, jeans, denim jackets, leather jackets, ponchos; footwear, sneakers, boots; headwear, bandanas, caps, hats; clothing, footwear and headwear for use with motorcycles, namely, motorcycle gloves, motorcycle jackets and motorcycle rain suits</p> <p>Class 35: Retail store services in the fields of aftershave lotion, eyewear and sunglasses, motorcycle goggles, motorcycle helmets, protective clothing and gear, protective helmets, sound recordings, video recordings, electronic apparatus and instruments, headphones, headphones for motorcyclists, motorcycles, all terrain vehicles, land vehicles, off-road recreational and racing vehicles, motorcycle bags, luggage especially adapted for use on motorcycles, bags, wallets, small leather accessories, luggage, backpacks, trunks and traveling bags, tote bags, carrying cases, clothing, footwear, sneakers, boots, headwear, bandanas, caps, hats and clothing, footwear and headwear for use with motorcycles; mail order services in the fields of aftershave lotion, eyewear and sunglasses, motorcycle goggles, motorcycle helmets, protective clothing and gear, protective helmets, sound recordings, video recordings, electronic apparatus and instruments, headphones, headphones for motorcyclists, motorcycles, all terrain vehicles, land vehicles, off-road recreational and racing vehicles, motorcycle bags, luggage especially adapted for use on motorcycles, bags, wallets, small leather accessories, luggage, backpacks, trunks and traveling bags, tote bags, carrying cases, clothing, footwear, sneakers, boots, headwear, bandanas, caps, hats and clothing, footwear and headwear for use with motorcycles; online retail store services in the fields of aftershave lotion, eyewear and sunglasses, motorcycle goggles, motorcycle helmets, protective clothing and gear, protective helmets, sound recordings, video recordings, downloadable sound recordings, downloadable video recordings, electronic apparatus and instruments, headphones, headphones for motorcyclists, downloadable ringtones and graphics, downloadable electronic publications, motorcycles, all terrain vehicles, land vehicles, off-road recreational and racing vehicles, motorcycle bags, luggage especially adapted for use on motorcycles, bags, wallets, small leather accessories, luggage, backpacks, trunks and traveling bags, tote bags, carrying cases, clothing, footwear, sneakers, boots, headwear, bandanas, caps, hats and clothing, footwear and headwear for use with motorcycles</p> <p>Class 41: Entertainment services, namely, providing a website featuring entertainment information on the life of an actor, his films, and biography; providing non-downloadable video and film clips and other entertainment information on the life of an</p>

U.S. Trademark Applications and Registrations			
Serial Number	Registration Number	Mark	Goods & Services
			actor via the internet; organizing, arranging and conducting motorcycle riding excursions and providing a website featuring information on motorcycles and a motorcycle club, namely, motorcycle riding excursions, motorcycle exhibitions for entertainment purposes; motorcycle club services, namely, organizing, arranging and conducting motorcycle riding excursions
85978207	5195854	HOPPER	Class 9: Eyewear and sunglasses; eyewear accessories, namely, straps, neck cords and head straps for eyewear

Stylizations of Trademarks

