

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bruce Brown		08/01/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bruce Brown Films, LLC		
Street Address:	3858 W. Carson Street, Suite 220		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90503		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3580960	ENDLESS SUMMER	
Registration Number:	3369887	ENDLESS SUMMER	
Registration Number:	3298604	ENDLESS SUMMER	
Registration Number:	1703373	THE ENDLESS SUMMER	
Registration Number:	1669526	ENDLESS SUMMER	
Registration Number:	1220076	ENDLESS SUMMER	
CORRESPONDENCE DATA			
Fax Number:	(310)543-4357		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 543-4360		
Email:	jwc@brucebrownfilms.com		
Correspondent Name:	John Crumpacker		
Address Line 1:	3858 W. Carson Street, Suite 220		
Address Line 4:	Torrance, CALIFORNIA 90503		
NAME OF SUBMITTER:	John Crumpacker		

OP \$165.00 3580960

Signature:	/John Crumpacker/
Date:	03/30/2011
Total Attachments: 4 source=bbf_bb_uspto_assignment_03312011#page1.tif source=bbf_bb_uspto_assignment_03312011#page2.tif source=bbf_bb_uspto_assignment_03312011#page3.tif source=bbf_bb_uspto_assignment_03312011#page4.tif	

SCHEDULE 2

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Bruce Brown Films, LLC, a California limited liability company ("ASSIGNEE"), and Bruce Brown, an individual who resides at 15550 Calle Real, Gaviota, CA 93117 ("ASSIGNOR").

Background

- A. Contemporaneous with the execution of this Assignment, ASSIGNOR and ASSIGNEE are executing an Intellectual Property Assignment Agreement to which this Assignment is attached;
- B. ASSIGNOR is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and
- C. ASSIGNOR desires to assign, transfer, and convey all right, title and interest in and to the Trademarks to ASSIGNEE and ASSIGNEE desires to accept such transfer of ownership.

In consideration for the mutual promises, covenants, and agreements made below the parties intending to be legally bound agree as follows:

- 1. Assignment.** ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by ASSIGNEE as fully and entirely as said interest could have been held and enjoyed by ASSIGNOR had this assignment, transfer and conveyance not been made.
- 2. Authorization.** ASSIGNOR authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to ASSIGNEE as assignee of ASSIGNOR's entire right, title and interest therein. ASSIGNOR agrees to further execute any documents reasonably necessary to effect this assignment or to confirm ASSIGNEE's ownership of the Trademarks.
- 3. Existing Licenses.** The ASSIGNOR and the ASSIGNEE further acknowledge and agree that at the time of the execution of this Assignment, the ASSIGNOR's ownership of certain of the Trademarks was subject to a license Agreement between the ASSIGNOR as the Licensor and ASSIGNEE as the Master Licensee (the "Master License"), a copy of which is attached as

Exhibit 2. This parties intend that following this Assignment, the Master License be terminated, but that all rights and obligations which exist under the Master License prior to its termination, including all sublicenses, remain valid and unchanged, with Bruce Brown Films, LLC continuing to have the right and obligation to manage such agreements as the assignee of MASTER LICENSEE.


4. **Effect on Heirs & Successors.** This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment.

5. **Counterparts.** This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument.

In Witness Whereof, the ASSIGNOR and ASSIGNEE have caused this Trademark Assignment to be executed this 1st day of August, 2010.

ASSIGNOR:

BRUCE BROWN,
an individual,



Bruce Brown

ACKNOWLEDGEMENT

State of California

County of Santa Barbara

On August 9th, 2010 before me, Ivan Castelo, Notary Public
(Here insert name and title of the officer)
personally appeared Bruce Brown

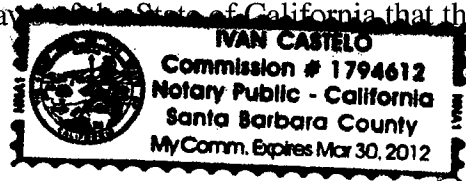
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



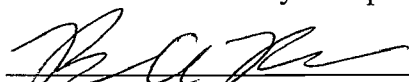
(Notary Seal)


ACCEPTANCE OF ASSIGNMENT

ASSIGNEE hereby accepts the foregoing Assignment and covenants and agrees to fully perform all obligations with respect thereto and hereby releases ASSIGNOR from responsibility for the performance of any such obligations after the date of this Acceptance.

ASSIGNEE:

BRUCE BROWN FILMS, LLC,
a California Limited Liability Company,

By: 
Bruce Brown, its Member

By: 
Alexander S. Meel, on behalf of
Tsunami Capital Group, Inc.,
its Member and Manager

ACKNOWLEDGEMENT

State of California

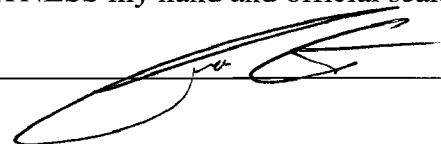
County of Santa Barbara

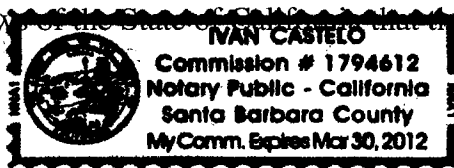
On August 9th, 2010 before me, Ivan Castelo, Notary Public
(Here insert name and title of the officer)
personally appeared Bruce Brown and Alexander Meel,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



(Notary Seal)

Exhibit 1
Trademarks

All trademarks of any kind relating in any way to the following Bruce Brown films, throughout the world, whether registered and unregistered, and whether now in existence or hereafter acquired:

- THE ENDLESS SUMMER
- BAREFOOT ADVENTURE
- SURFING HOLLOW DAYS
- WATERLOGGED
- ON ANY SUNDAY
- SLIPPERY WHEN WET
- SURF CRAZY
- SURFIN SHORTS

The Trademarks subject to this Agreement include, but are not limited to, all marks contained in the "Bruce Brown Films Style Guide" which is attached to, incorporated in, this Exhibit.