

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DFA PVA II PARTNERS, LLC		04/02/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	AOS GROUP, LP
<b>Street Address:</b>	2183 Fairview Road, Suite 222
<b>City:</b>	Costa Mesa
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92627
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CALIFORNIA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2755382	AVP
Registration Number:	2760999	AVP
Registration Number:	2758227	AVP
Registration Number:	3288259	BEST OF THE BEACH

**CORRESPONDENCE DATA**

Fax Number: (310)277-4730  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 310-788-1539  
 Email: hyu@mwe.com  
 Correspondent Name: Han Yu, c/o McDermott Will & Emery LLP  
 Address Line 1: 2049 Century Park East, Suite 3800  
 Address Line 4: Los Angeles, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	090548-0011 (AVP SALE)
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CH \$115.00 2755382

NAME OF SUBMITTER:	Han Yu
Signature:	/Han Yu/
Date:	04/05/2012
<b>Total Attachments: 9</b> source=TM Assignment#page1.tif source=TM Assignment#page2.tif source=TM Assignment#page3.tif source=TM Assignment#page4.tif source=TM Assignment#page5.tif source=TM Assignment#page6.tif source=TM Assignment#page7.tif source=TM Assignment#page8.tif source=TM Assignment#page9.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment"), dated as of April 2, 2012, is made by and between DFA PVA II Partners, LLC, a Delaware limited liability company ("Assignor"), and AOS Group, LP, a California limited partnership ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, and all applications and registrations pertaining thereto, and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said marks, all such rights existing in the jurisdictions set forth opposite such mark listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Sale of Business Assets, dated as of March 30, 2012 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee or its designee the trademarks listed in Exhibit A thereto and all of its right, title and interest therein including, without limitation, the Trademarks;

WHEREAS, Assignee desires for Assignor to sell, assign, convey, transfer and deliver to Assignee, all right, title and interest in and to the Trademarks;

WHEREAS, the parties wish to execute and deliver this Trademark Assignment for the purpose of confirming the assignment of the Trademarks from Assignor to Assignee; and

WHEREAS, this Trademark Assignment is effective as of April 2, 2012.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks throughout in the jurisdictions set forth opposite such mark listed on the attached Schedule A, together with all goodwill arising from the use of and symbolized by the Trademarks, the right to conduct business under the Trademarks, including the right to license to others under the Trademarks the portion of the business of Assignor to which any intent-to-use application pertains, together with the right to sue, counterclaim and recover damages and profits and all other remedies for claims of past, present and future infringement or misappropriation thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed by an authorized officer as of the date first written above.

**ASSIGNOR:**

**DFA PVA II PARTNERS, LLC**

By: 

Name: NICHOLS LEWIS  
Title: MANAGING MEMBER

**ASSIGNEE:**

**AOS GROUP, LP**

By: \_\_\_\_\_

Name:  
Title:

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 004752 FRAME: 0130**

STATE OF NY )  
COUNTY OF NY ) ss:

On this 29<sup>th</sup> day of March 2012, before me personally appeared Nicholas S. Leach, to me personally known, who, being duly sworn, did say that s/he is the Managing Director of PVA II PARTNERS, LLC, and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

**MONICA B. PACIFICO**  
Notary Public, State of New York  
No. 01PA4820213  
Qualified in Queens County  
Commission Expires Dec. 31, 2014

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed by an authorized officer as of the date first written above.

**ASSIGNOR:**

DFA PVA II PARTNERS, LLC

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

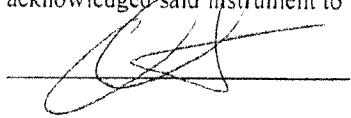
AOS GROUP, LP

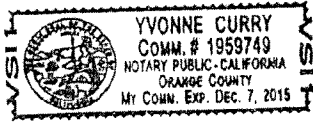
By: \_\_\_\_\_  
Name: Donald Sun  
Title: Owner

[Signature Page to Trademark Assignment Agreement]

STATE OF California )  
 ) ss:  
COUNTY OF Orange )

On this 29th day of March, 2012, before me personally appeared Danish Son, to me personally known, who, being duly sworn, did say that s/he is the Owner of AOS GROUP, LP, and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.







[Signature Page to Trademark Assignment Agreement]

**SCHEDULE A**

**Trademarks**






**avp**

**TRADEMARK STATUS REPORT**


Updated: February 4, 2010

Client Code (MPLUS8.)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
001T	AVP	US	<p>25: Clothing, headwear, and footwear for men, women, and children, namely, warm up suits, jogging suits, sweat suits, sweat pants and sweatshirts, leotards, body suits, jumpsuits, swimwear, bathing suits, bikinis, beach and bathing cover-ups, sarongs, cover-ups, skirts, dresses, suits, slacks, pants, jeans, shorts, sweat shorts, gym shorts, tops, bottoms, fleece pullovers, jackets, coats, shirts, sport shirts, t-shirts, knit shirts, polo shirts, pullovers, sweaters, tank tops, parkas; wind resistant jackets, rain jackets, leather jackets, footwear, shoes, boots, slippers, athletic footwear, basketball shoes, casual footwear, sandals, beach shoes, headwear, hats, baseball hats, visors, caps, beanie caps, berets, headbands, wristbands, sleepwear, robes, pajamas, nightshirts, rainwear, lounge wear, underwear, bras, exercise bras, sports bras, panties, briefs, underpants, boxer shorts, undershirts, hosiery, socks, sand socks, beach socks</p> <p>28: Sporting Goods, Namely, Volleyball Game Playing Equipment, Volleyballs, Volleyball And Sports Equipment Bags, Volleyball Nets, Volleyball Poles, Volleyball Court Lines, And Volleyball Net Antennas</p> <p>41: Entertainment services, namely, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions, featuring live music concerts, djs, visual and audio performances, and dance performances</p>	76393,030 4/8/02	2,755,382 8/26/03	8/26/13	Registered; Declaration of Use due 2/26/10	AVP Pro Beach Volleyball Tour, Inc.

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Client Code (MPLUS8)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
0021		US	<p>25: Clothing, headwear, and footwear for men, women, and children namely warm up suits, jogging suits, sweat suits, sweat pants and sweatshirts, leotards, body suits, jump suits, swimwear, bathing suits, bikinis, beach and bathing cover-ups, sarongs, cover-ups, skirts, dresses, suits, slacks, pants, jeans, shorts, sweat shorts, gymshorts, tops, bottoms, fleece pullovers, jackets, coats, shirts, sport shirts, t-shirts, knit shirts, polo shirts, pullovers, sweaters, tank tops, parkas; wind resistant jackets, rain jackets, leather jackets, footwear, shoes, boots, slippers, athletic footwear, basketball shoes, casual footwear, sandals, beach shoes, headwear, hats, baseball hats, visors, caps, beanie caps, berets, headbands, wristbands, sleep wear, robes, pajamas, nightshirts, rainwear, lounge wear, underwear, bras, exercise bras, sports bras, panties, briefs, underpants, boxer shorts, undershirts, hosiery, socks, sand socks, beach socks, and belts</p> <p>28: Sporting goods, namely, volleyball game playing equipment, volleyballs, volleyball and sports equipment bags, volleyball nets, volleyball poles, volleyball court lines, and volleyball net antennas</p> <p>41: Entertainment services, namely, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions featuring live music concerts, djs, visual and audio performances, and dance performances</p>	76/392,999 4/8/02	2,760,999 9/9/03	9/9/13	Registered, Declaration of Use date 3/9/10	AVP Pro Beach Volleyball Tour, Inc.

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Client Code (MPLUS#)	Mark	Country	Classes/Goods	App. No./ Filing Date	Reg. No./ Reg. Date	Renewal Due	Status	Owner
003T		US	25: Clothing, headwear, and footwear for men, women, and children, namely, warm up suits, jogging suits, sweat suits, sweat pants and sweatshirts, leotards, body suits, jumpsuits, swimwear, bathing suits, bikinis, beach and bathing cover-ups, sarongs, cover-ups, skirts, dresses, suits, slacks, pants, jeans, shorts, sweat shorts, gym shorts, tops, bottoms, fleece pullovers, jackets, coats, shirts, sport shirts, t-shirts, knit shirts, polo shirts, pullovers, sweaters, tank tops, parkas; wind resistant jackets, rain jackets, leather jackets, footwear, shoes, boots, slippers, athletic footwear, basketball shoes, casual footwear, sandals, beach shoes, headwear, hats, baseball hats, visors, caps, beanie caps, berets, headbands, wristbands, sleepwear, robes, pajamas, nightshirts, rainwear, lounge wear, underwear, bras, exercise bras, sports bras, panties, briefs, underpants, boxer shorts, undershirts, hosiery, socks, sand socks, beach socks, and belts 28: sporting goods, namely, volleyball game playing equipment, volleyballs, volleyball and sports equipment bags, volleyball nets, volleyball poles, volleyball court lines, and volleyball net antennas 41: entertainment services, namely, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions, featuring live music concerts, djs, visual and audio performances, and dance performances	76/092,977 4/8/02	2,758,227 9/2/03	9/2/13	Registered; Declaration of Use due 3/2/10	AVP Pro Beach Volleyball Tour, Inc.
041TD1	BEST OF THE BEACH	US	25: Shirts 41: Entertainment services, namely, arranging, organizing, and conducting athletic competitions, exhibitions, and community festivals and cultural events in the nature of volleyball games, tournaments and competitions, featuring live music concerts, djs, and dance performances	78/978,890 2/23/05	3288259 9/4/07	9/4/17	Registered; Declaration of Use due 9/4/13	AVP Pro Beach Volleyball Tour, Inc.

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Knobbe Martens  
F O R A T T O R N E Y S A T L A N G U A G E S