

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GSC (assignment for the benefit of creditors), LLC		01/20/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	ACP GS Opco, Inc.
Street Address:	22500 S. Vermont Avenue
City:	Torrance
State/Country:	CALIFORNIA
Postal Code:	90502
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4323078	KOSTON
Registration Number:	4323016	KOSTON
Registration Number:	3267243	CRAILTAP.COM
Registration Number:	3267244	CRAILTAP.COM
Registration Number:	3541914	FOURSTAR
Registration Number:	3411027	FOURSTAR
Registration Number:	3033982	GIRL SKATEBOARD COMPANY
Registration Number:	3133604	GIRL SKATEBOARD FILMS
Registration Number:	3169246	GIRL SKATEBOARD FILMS
Registration Number:	3316605	
Registration Number:	2590391	4
Registration Number:	2921893	CHOCOLATE
Registration Number:	2851660	CHOCOLATE SKATEBOARDS
Registration Number:	2628101	GIRL SKATEBOARD COMPANY
Registration Number:	1886121	GIRL SKATEBOARD COMPANY, INC.
Registration Number:	2525429	ROYAL SKATEBOARD TRUCK COMPANY
Registration Number:	2495430	
Registration Number:	2336272	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2287163	
Registration Number:	2277337	

CORRESPONDENCE DATA

Fax Number: 6172359493
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.
Phone: 415-315-2319
Email: trademarks@ropesgray.com
Correspondent Name: Jason S. Freedman, Ropes & Gray LLP
Address Line 1: Three Embarcadero Center
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	108712-0075-006
NAME OF SUBMITTER:	Jason S. Freedman
SIGNATURE:	/Jason S. Freedman/
DATE SIGNED:	02/06/2015

Total Attachments: 15

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Trademark Assignment"), effective as of January 20, 2015 (the "Effective Date"), is by and between GSC (assignment for the benefit of creditors), LLC, a California limited liability company, as assignee for the benefit of creditors of Girl Skateboard Company, Inc. ("Assignor"), and ACP GS Opco, Inc., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to a General Assignment dated January 20, 2015 (the "Assignment"), Girl Skateboard Company, Inc. (the "Company") assigned and transferred to Assignor in trust for the benefit of the Company's creditors, all of the Company's right, title and interest in and to all of assets wherever situated, either within or without the State of California, including, without limitation, all registered and unregistered trademarks, service marks, logos, trade names, trade dress, domain names, social media account names, and other source identifiers (the "Trademarks") owned by the Company, including, without limitation, the Trademark Registrations and Trademark Applications (each defined below) listed on Schedule A attached hereto;

WHEREAS, the Assignee and the Assignor are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Sale Agreement");

WHEREAS, pursuant to the Sale Agreement, the Assignor has agreed to execute and deliver this Trademark Assignment;

WHEREAS, subject to the terms and conditions set forth in this Trademark Assignment, the Assignor is willing to assign to the Assignee its respective rights in such Trademarks;

WHEREAS, the Assignee desires to obtain ownership of the Trademarks in accordance with the terms and conditions set forth in this Trademark Assignment and the Sale Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the Assignee and the Assignor, intending to be legally bound, hereby agree as follows:

1. Assignment. The Assignor does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the Assignee, in perpetuity, all of its respective worldwide rights, title, and interests in and to all of the Trademarks, including, without limitation, the registered trademarks and service marks (the "Trademark Registrations") identified on Schedule A attached hereto, and the applications for trademark and service mark registrations (the "Trademark Applications") identified on Schedule A attached hereto, subject to any and all liens and encumbrances relating to such Trademark Registrations and Trademark Applications previously granted by the Company, and all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to said Trademarks, and all foreign counterparts thereof, together with rights of priority and protection of interest in such Trademarks and all administrative rights relating thereto, including without limitation the right to prosecute registration applications and oppose or seek to cancel third party

registrations, and all choses-in-action pertaining thereto, including without limitation, the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any Trademark Application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

2. Recordation. In order to record this Trademark Assignment with the United States Patent and Trademark Office or any equivalent foreign trademark office (as applicable, the "PTO"), the parties hereto shall execute this Trademark Assignment, and the Assignee may execute the Recordation Cover Sheet or any similar document required by the PTO in order to record the assignment effected hereby. Thereafter, the Assignee may record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto, including, but not limited to, this Trademark Assignment and Schedule A hereto. At any time, and from time to time at Assignee's request and expense, the Assignor agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably requested by Assignee to more effectively vest full title in and to the Trademarks, including the Trademark Registrations and Trademark Applications in the Assignee.

3. Power of Attorney. The Assignor does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO. This power of attorney shall be irrevocable.

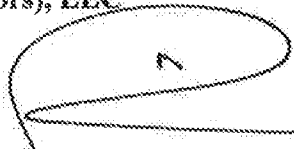
4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.

5. Successors and Assigns. This Trademark Assignment shall bind the Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns.

[Signature page to follow]

This Assignment of Trademarks is executed and delivered effective as of the Effective Date.

GSC (assignment for the benefit of creditors), LLC

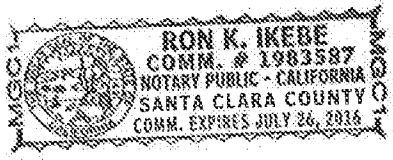
By: 
Martin Pichinson
Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SANTA CLARA


Subscribed and sworn to (or affirmed) before me on this 20 day of JANUARY, 2015, by MARTIN PICHINSON,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)



Signature Ron K. Ikebe

ACP GS Opco, Inc.

.....

.....

By:

Name: Steven Brownlie

Title: President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 005455 FRAME: 0110

Pursuant to Section 1 of the Assignment, Girl Skateboard Company, Inc., consents and agrees to this Assignment of Trademarks and confirms the effectiveness of the assignment hereunder.

Girl Skateboard Company, Inc.

By: _____

Name: Megan Baltimore
Title: Chief Executive Officer

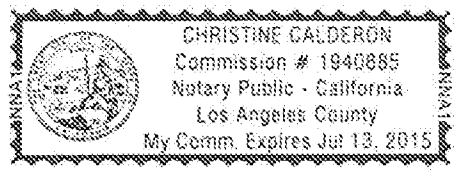
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 20th day of January,
20 10, by Megan Baltimore,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature Christine Calderon



SIGNATURE PAGE TO TRADEMARK ASSIGNMENT



Schedule A

Trademarks and Trademark Applications



Status	Trademark	Country	App No	Filing Date	Reg No	Reg Date	Class
Registered Section 2(F)	KOSTON KOSTON	US	85564387	08-MAR-2012	4323078	23-APR-2013	INT. CL. 25 TOPS, BOTTOMS, SHIRTS, JACKETS, HATS, SWEATSHIRTS, SOCKS, SNEAKERS AND FOOTWEAR
Registered Section 2(F)	KOSTON KOSTON	US	85552149	24-FEB-2012	4323016	23-APR-2013	INT. CL. 28 SKATEBOARDS AND SKATEBOARD EQUIPMENT, NAMELY, SKATEBOARDS, DECKS, TRUCKS, BOLTS, BALL BEARINGS, WHEELS
Registered	CRAILTAP.COM CRAILTAP.COM	US	77003322	20-SEP-2006	3267243	24-JUL-2007	INT. CL. 18 DUFFEL BAGS, BACKPACKS AND WALLETS




Registered	CRAILTAP.COM CRAILTAP.COM	US	77003367	20-SEP-2006	3267244	24-JUL-2007	INT. CL. 25 MEN'S, WOMEN'S AND CHILDREN' S CLOTHING, NAMELY, SHIRTS, PANTS, JERSEYS, JACKETS, VESTS, T- SHIRTS, CAPS, HATS, SWEATSHI RTS, COATS, BELTS, SOCKS, UNDERWE AR AND SHOES
Registered	FOURSTAR FOURSTAR	US	78784712	04-JAN-2006	3541914	02-DEC-2008	INT. CL. 6 METAL KEY CHAINS






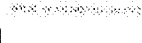
Registered		US	78979696	04-JAN-2006	3411027	08-APR-2008	INT. CL. 18 WALLETS, BACKPACKS, PURSES AND LEATHER KEY CHAINS INT. CL. 20 NON- METAL AND NON- LEATHER KEY CHAINS INT. CL. 25 CLOTHING, NAMELY, PANTS, SHIRTS, SHORTS, SWEATER S, JACKETS, UNDERWE AR, SWIMWEA R, VESTS, SOCKS, SKIRTS, DRESSES, COATS, HATS, CAPS, BELTS, WRISTBAN DS AND LEATHER WRISTBAN DS
	FOURSTAR FOURSTAR						
Registered	<small>GIRL SKATEBOARD COMPANY</small> GIRL SKATEBOARD COMPANY	US	76619640	08-NOV-2004	3033982	27-DEC-2005	INT. CL. 18 DUFFEL BAGS, BACKPACK S AND WALLETS
Registered	<small>GIRL SKATEBOARD FILMS</small> GIRL SKATEBOARD FILMS	US	76631896	23-FEB-2005	3133604	22-AUG-2006	INT. CL. 9 DVDS
Registered	<small>GIRL SKATEBOARD FILMS</small> GIRL SKATEBOARD FILMS	US	76631753	22-FEB-2005	3169246	07-NOV-2006	INT. CL. 41 PRODUCTI ON OF VIDEO RECORDIN GS, RELATED TO THE SPORT OF SKATEBOA RDING







Registered	 Design Only	US	77100571	06-FEB-2007	3316605	23-OCT-2007	INT. CL. 18 DUFFEL BAGS, BACKPACKS AND WALLETS INT. CL. 25 CLOTHING, NAMELY, T-SHIRTS, JACKETS, SHIRTS, JERSEYS, PANTS, SWEATSHIRTS, SWEATPANTS AND HATS INT. CL. 28 SKATEBOARDS AND SKATEBOARD EQUIPMENT, NAMELY, SKATEBOARD TRUCKS AND SKATEBOARD DECKS
Renewed (Registered)	 4	US	75906186	29-JAN-2000	2590391	09-JUL-2002	INT. CL. 25 SNOWBOARD AND SKATEBOARD APPAREL, NAMELY, T-SHIRTS, JACKETS, SHIRTS, JERSEYS, PANTS, SWEATSHIRTS, SWEATPANTS AND HATS SOLD TO WHOLESALEERS AND RETAILERS SPECIALIZING IN SNOWBOARD AND SKATEBOARD APPAREL
Renewed (Registered)	CHOCOLATE	US	76047979	15-MAY-2000	2921893	01-FEB-2005	INT. CL. 28 SKATEBOARD DECKS




Renewed (Registered)	CHOCOLATE SKATEBOARDS	US	76455792	30-SEP- 2002	2851660	08-JUN- 2004	INT. CL. 25 CLOTHING, NAMELY, T-SHIRTS, JACKETS, SHIRTS, JERSEYS, PANTS, SWEATSHI RTS, SWEAT PANTS, HATS, AND SHOES
Renewed (Registered)	GIRL SKATEBOARD COMPANY	US	76323523	11-OCT- 2001	2628101	01-OCT- 2002	INT. CL. 28 SKATEBOA RD EQUIPMEN T; NAMELY, BOARDS AND WHEELS
Renewed (Registered)	GIRL SKATEBOARD COMPANY, INC.	US	74428486	25-AUG- 1993	1886121	28-MAR- 1995	INT. CL. 25 MENS CLOTHING; NAMELY, SHIRTS, PANTS, JACKETS, VESTS, T- SHIRTS, CAPS, HATS, SWEATSHI RTS, COATS, BELTS, SOCKS, UNDERWE AR, AND SHOES

Renewed (Registered)	ROYAL SKATEBOARD TRUCK COMPANY	US	75453642	20-MAR-1998	2525429	01-JAN-2002	INT. CL. 18 BACKPACKS INT. CL. 25 CLOTHING, NAMELY, SHIRTS, PANTS, SWEATSHIRTS, AND HEADWEAR INT. CL. 28 SKATEBOARDS AND SKATEBOARD EQUIPMENT, NAMELY, SKATEBOARDS, SKATEBOARD TRUCKS, SKATEBOARD BOLTS, SKATEBOARD TOOLS, SKATEBOARD BALL BEARINGS
Renewed (Registered)	 Design Only	US	75751287	30-JUN-1999	2495430	09-OCT-2001	INT. CL. 28 SKATEBOARDS
Renewed (Registered)	 Design Only	US	75741792	30-JUN-1999	2336272	28-MAR-2000	INT. CL. 25 CLOTHING, NAMELY MEN'S AND WOMEN'S AND CHILDREN'S TOPS AND BOTTOMS; HEADWEAR

Renewed (Registered)	 Design Only	US	75403921	11-DEC-1997	2287163	19-OCT-1999	INT. CL. 25 SNOWBOARD AND SKATEBOARD APPAREL, NAMELY, T-SHIRTS, JACKETS, SHIRTS, JERSEYS, PANTS, SWEATSHIRTS, SWEATPANTS, AND HATS SOLD WHOLESALERS AND RETAILERS SPECIALIZING IN SNOWBOARD AND SKATEBOARD APPAREL
Renewed (Registered)	 Design Only	US	75403923	11-DEC-1997	2277337	14-SEP-1999	INT. CL. 25 SNOWBOARD AND SKATEBOARD APPAREL, NAMELY, T-SHIRTS, JACKETS, SHIRTS, JERSEYS, PANTS, SWEATSHIRTS, SWEATPANTS AND HATS SOLD TO WHOLESALERS AND RETAILERS SPECIALIZING IN SNOWBOARD AND SKATEBOARD APPAREL
REGISTERED	 Design Only	Australia	1509835	15-MAY-2012	1509835	15-MAY-2012	18 25

REGISTERED	 Design Only	Australia	834008	03-MAY-2000	834008	03-MAY-2000	25 28
REGISTERED	CHOCOLATE SKATEBOARDS	Canada	1241853	23-DEC-2004	TMA655799	23-DEC-2005	25 28
REGISTERED	FOURSTAR CLOTHING	Canada	1241854	23-DEC-2004	TMA656847	18-JAN-2006	25 28
REGISTERED	GIRL SKATEBOARDS	Canada	1241855	23-DEC-2004	TMA655802	23-DEC-2005	25 28
REGISTERED	ROYAL SKATEBOARD TRUCKS	Canada	1241856	23-DEC-2004	TMA655801	23-DEC-2005	25 28
REGISTERED	 STREET PIRATE LOGO	Canada	1578015	16-MAY-2012	TMA892614	18-DEC-2014	18 25
REGISTERED	 WOMAN DESIGN	Canada	1058210	05-MAY-2000	TMA568350	01-OCT-2002	25 28
REGISTERED	 CHOCOLATE SKATEBOARDS	China	5799685	21-DEC-2006	5799685	28-OCT-2012	28
REGISTERED	FOURSTAR FOURSTAR	China	9424234	05-MAY-2011	9424234	21-JUN-2012	25
REGISTERED	FOURSTAR FOURSTAR	China	7473581	16-JUN-2009	7473581	07-APR-2012	25
REGISTERED	FOURSTAR FOURSTAR	China	5799686	21-DEC-2006	5799686	07-APR-2012	25
REGISTERED	 GIRL SKATEBOARDS	China	5799687	21-DEC-2006	5799687	21-MAR-2010	28
REGISTERED	 ROYAL SKATEBOARD TRUCKS	China	5799693	21-DEC-2006	5799693	21-MAR-2010	28

REGISTERED	 4	Community Trademarks	3963162	05-AUG-2004	3963162	29-NOV-2005	25
REGISTERED	CHOCOLATE SKATEBOARDS	Community Trademarks	4224895	05-JAN-2005	4224895	11-MAY-2010	28
REGISTERED	CRAILTAP.COM	Community Trademarks	5473103	15-NOV-2006	5473103	02-NOV-2007	18 25
REGISTERED	FOURSTAR CLOTHING COMPANY	Community Trademarks	3997012	27-AUG-2004	3997012	30-OCT-2011	25
REGISTERED	GIRL SKATEBOARD FILMS	Community Trademarks	4541141	11-AUG-2005	4541141	16-AUG-2006	9 41
REGISTERED	 GIRL SKATEBOARDS	Community Trademarks	4237401	12-JAN-2005	4237401	30-OCT-2011	25 28
REGISTERED	 GIRL SKATEBOARDS DISTRIBUTES chocolate	Community Trademarks	6687354	21-FEB-2008	6687354	02-NOV-2011	25
REGISTERED	 Royal SKATEBOARDS TRUCKS	Community Trademarks	4237426	12-JAN-2005	4237426	03-MAR-2006	25 28
REGISTERED	 Design Only	Community Trademarks	1652395	03-MAY-2000	1652395	03-SEP-2001	25 28
REGISTERED	 Design Only	International Register			1124149	15-MAY-2012	18 25
REGISTERED	CHOCOLATE SKATEBOARDS	Japan	2004-115992	20-DEC-2004	4906325	04-NOV-2005	25 28
REGISTERED	FOURSTAR CLOTHING	Japan	2004-115993	20-DEC-2004	4887019	12-AUG-2005	25 28
REGISTERED	GIRL SKATEBOARDS	Japan	2004-115994	20-DEC-2004	5007103	01-DEC-2006	25 28

REGISTERED	ROYAL SKATEBOARD TRUCKS	Japan	2004-115995	20-DEC-2004	4887020	12-AUG-2005	25 28
REGISTERED	 FOURSTAR 4	South Korea	40-2005-0050585	31-OCT-2005	4.00681E+12	12-OCT-2006	25
REGISTERED	GIRL-SKATEBOARD.	Spain	2152070 M4	24-MAR-1998	2152070 M4	03-FEB-2000	28
REGISTERED	CHOCOLATE SKATEBOARD	Spain	2301046 M0	20-MAR-2000	2301046 M0	05-MAR-2001	25
REGISTERED	FOURSTAR	Spain	2301044 M4	20-MAR-2000	2301044 M4	22-JAN-2001	25
REGISTERED	 GIRL	Spain	2618238 M6	18-OCT-2004	2618238 M6	07-MAR-2005	25 28
REGISTERED	GIRL-SKATEBOARD	Spain	2301047 M9	20-MAR-2000	2301047 M9	05-MAR-2001	25
REGISTERED	 ROYAL	Spain	2658237 M6	20-JUN-2005	2658237 M6	25-NOV-2005	25 28
REGISTERED	ROYAL	Spain	2301045 M2	20-MAR-2000	2301045 M2	03-MAY-2006	25
REGISTERED	CHOCOLATE SKATEBOARD	Spain	2067901 M7	14-JAN-1997	2067901 M7	20-JUN-1997	28