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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM358424

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stink Ltd		09/28/2015	Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Skunk Partners, LLC	
Street Address: 440 Seaton Street		
Internal Address:	Suite 305	
City:	Los Angeles	
State/Country:	CALIFORNIA	
Postal Code:	90013	
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	4486940	SKUNK	

CORRESPONDENCE DATA

Fax Number: 3105530687

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: (310) 553-3610

Email: ipmail@greenbergglusker.com

Correspondent Name: Jesse Saivar

Address Line 1: 1900 Avenue of the Stars

Address Line 2: Suite 2100

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	81627-00002	
NAME OF SUBMITTER:	Jesse Saivar	
SIGNATURE:	/jesse saivar/	
DATE SIGNED:	10/13/2015	

Total Attachments: 6

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DATED

as of September 28, 2015

ASSIGNMENT OF TRADE MARK

between

(1) STINK LTD.

and

(2) SKUNK PARTNERS LLC

Executed by Stink Limited)	Muful Director
In the presence of:		Angeneral and a second a second and a second and a second and a second and a second a second and
Name of witness		DYLAN DAVIES
Address of witness		5-23 OLD STREET LOWDON ECIV 9HL
Executed by Skunk Partners, LLC)	Manager
In the presence of:		L CZ SUSY KOKNES OZOUR
Name of witness		
Address of witness		SKUML 940SEATON 1365 405 ANGELES, CA 2003

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THIS ASSIGNMENT ("Assignment") is dated as of September 28, 2015.

#### **PARTIES**

- (1) Stink Ltd., a company incorporated under the laws of England and Wales and registered under number 03439238 whose registered office is at Morelands, 5-23 Old Street, London ECIV 9HL having changed on 3 November 2014 from 1 Alfred Mews, London WIT 7AA ('the Assignor'); and
- (2) Skunk Partners, LLC, a limited liability company incorporated under the laws of the State of California whose registered office is at 440 Seaton Street, Suite 305, Los Angeles, CA 90013, United States of America ('the Assignee').

#### **BACKGROUND**

- (A) The Assignor is the proprietor of the Trade Mark details of which are set out in the attached Schedule to this Assignment (the 'Trade Mark').
- (B) The Assignor has agreed to assign the Trade Mark to the Assignee for consideration and on the terms set out in this Assignment.

#### WHEREFORE:

#### 1. ASSIGNMENT

In consideration of the sum of US\$1 [One United States Dollar], paid on the execution of this Assignment by the Assignee to the Assignor and other good and valuable consideration (receipt of which the Assignor expressly acknowledges), the Assignor hereby irrevocably assigns to the Assignee in perpetuity and absolutely with full title guarantee all its right, title and interest in and to the Trade Mark, including:

- (a) all statutory and common law rights in respect of the Trade Mark, together with the goodwill attaching to the Trade Mark in respect the services for which the Trade Mark is registered; and
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of the Trade Mark whether occurring before, on or after the date of this Assignment.

#### 2. ENTIRE AGREEMENT

This Assignment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and shall not be modified except by a

written document executed by all parties. Notwithstanding the foregoing, this Assignment is entered into pursuant to and in accordance with a written Final Settlement Agreement and Release of Claims dated as of December 31, 2014 ("the Agreement") between Assignor and Assignee, and is subject to all of the terms and conditions set forth in such Agreement.

#### 3. THIRD PARTY RIGHTS

No one other than a party to this Assignment shall have any right to enforce any of its terms. Notwithstanding the foregoing, Assignee may assign or transfer all or any part of Assignee's rights in the Trade Mark and/or under this Assignment. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

#### 4. GOVERNING LAW

This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of California and the United States of America.

#### 5. JURISDICTION

Any action to enforce the terms hereof or involving this Agreement shall be filed in the state or federal courts located in Los Angeles, California. The Assignor and Assignee consent to the venue and jurisdiction of such courts with respect to the enforcement of this Assignment. This document has been executed as an Assignment and is delivered and takes effect on the date stated at the beginning of it.

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#### THE SCHEDULE

#### The Trade Mark

 Territory	Class	Mark	Number
USA	35	SKUNK	4486940

#### Services Protected

Advertising services; business management; business administration and office functions; advertising services provided via the Internet; advertising and publicity, namely, promoting and marketing the goods and services of others through electronic communications networks, the Internet or other communications network; production of commercials for distribution via television, cinema, radio, and/or the Internet; preparation and presentation of audio, visual and audio-visual displays in the nature of services with regard to product presentation to the public for advertising purposes.