

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Incipio Technologies, Inc.		12/31/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Incipio, LLC		
Street Address:	6001 Oak Canyon,		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 101			
Property Type	Number	Word Mark	
Registration Number:	3602443	ECO CASE	
Registration Number:	3606017	DERMASHOT	
Registration Number:	3606026		
Registration Number:	3606035	SILICRYLIC	
Registration Number:	3606058	TONIC	
Registration Number:	3606060	DUROSHOT	
Registration Number:	3622870	THEDUKE	
Registration Number:	3622872	FEATHER	
Registration Number:	3623012	[PERFORMANCE]	
Registration Number:	3623013	EASYREACH	
Registration Number:	3626944	[OVRMLD]	
Registration Number:	3638230	INCIPIO	
Registration Number:	3725550	AREA	
Registration Number:	3725551	TRIBAL	
Registration Number:	3791922	KICKSTAND	
Registration Number:	3852264	INCIPIO LAB	
Registration Number:	3853590	BOOMBOOMS	
Registration Number:	3887149	THE ART OF PROTECTION	
Registration Number:	3887150	THE ART OF PROTECTION	

OP \$2540.00 3602443

Property Type	Number	Word Mark
Registration Number:	3888922	NGP
Registration Number:	3888923	1337
Registration Number:	3923156	DOTTIES
Registration Number:	3923159	XENON
Registration Number:	3925296	EDGE
Registration Number:	3925668	TEK-NICAL
Registration Number:	3925674	QUICKCHECK
Registration Number:	3933606	HONU
Registration Number:	3937907	THE OX
Registration Number:	3937909	UNDERGROUND
Registration Number:	3949241	CLAMCASE
Registration Number:	3956082	DESTROYER
Registration Number:	3957491	MICROTEXTURE
Registration Number:	3957767	HIVE
Registration Number:	3981657	BOMBPROOF
Registration Number:	4019505	DELTA
Registration Number:	4024376	HIPSTER
Registration Number:	4073802	PLEX
Registration Number:	4092131	BIGSHOW
Registration Number:	4099806	PREDATOR
Registration Number:	4129637	TRIAD
Registration Number:	4132882	INVERT
Registration Number:	4132885	STEP
Registration Number:	4140370	STOWAWAY
Registration Number:	4188095	SPECIALIST
Registration Number:	4227056	CODE
Registration Number:	4227383	RESPONSE
Registration Number:	4261301	FOREMAN
Registration Number:	4261343	DOZER
Registration Number:	4261493	HIGHWIRE
Registration Number:	4312747	CORE CASES
Registration Number:	4313814	KICKSNAP
Registration Number:	4348742	OFFGRID
Registration Number:	4366938	FEATHER
Registration Number:	4369857	DUALPRO
Registration Number:	4389463	FREQUENCY
Registration Number:	4389469	STASHBACK
Registration Number:	4389525	ATLAS

Property Type	Number	Word Mark
Registration Number:	4452211	FLETCH
Registration Number:	4463483	PHENOM
Registration Number:	4463576	DIGITS
Registration Number:	4463577	PENTRY
Registration Number:	4463578	66/33
Registration Number:	4467488	MAJOR
Registration Number:	4480666	INCIPIO
Registration Number:	4544232	DRONE
Registration Number:	4598935	FOCAL
Registration Number:	4688991	COGEN
Registration Number:	4707582	CLAMCASE
Registration Number:	4847746	CLARION
Registration Number:	4856820	TUXEN
Registration Number:	4863451	CLAMBOOK
Serial Number:	86464729	NCITE
Serial Number:	86468297	FARADAY
Serial Number:	86242909	TRUMAN
Serial Number:	85698449	RIGOR
Serial Number:	86695860	PFORM
Serial Number:	86804111	COMMANDKIT
Serial Number:	86854594	GLITTER IS MY FAVORITE COLOR
Serial Number:	86854598	HELLO DARLING
Serial Number:	86854602	TALK IS CHIC
Serial Number:	86854605	SWEET TALKER
Serial Number:	86854603	SWEET TALK
Serial Number:	86854609	MIX IT UP
Serial Number:	86854611	CAUSE A STIR
Serial Number:	86854613	HERE COMES TROUBLE
Serial Number:	86854615	HOLD THE PHONE
Serial Number:	86854616	WHY HELLO THERE
Serial Number:	86854620	SEE YOU LATER ALLIGATOR
Serial Number:	86854621	HOW THE DEVIL ARE YOU?
Serial Number:	86854622	YOU CAN SAY THAT AGAIN
Serial Number:	86854623	YOU SAID IT
Serial Number:	86854624	HOW DO YOU DO?
Serial Number:	86854627	NOW YOU'RE TALKING
Serial Number:	86854628	IN OTHER WORDS
Serial Number:	86854631	MUSIC TO MY EARS

Property Type	Number	Word Mark
Serial Number:	86858469	ESQUIRE SERIES
Serial Number:	86858478	BALLARD
Serial Number:	86858487	HOLDEN
Serial Number:	85958864	ICONTROLLER
Serial Number:	85969963	INCONTROL
Serial Number:	86001591	GAMECASE

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 7145401235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	056894-0002
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	12/31/2015

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

(US Trademarks)

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 31, 2015, is made by Incipio Technologies, Inc., a California subchapter S corporation (the "**Transferor**"), located at 6001 Oak Canyon, Irvine, CA 92618, in favor of Incipio, LLC, a Delaware limited liability company (the "**Company**"), located at 6001 Oak Canyon, Irvine, CA 92618, the acquirer of certain assets of Transferor pursuant to an Asset and Liability Transfer Agreement between Company and Transferor, dated as of December 31, 2015 (the "**Asset Transfer Agreement**").

WHEREAS, under the terms of the Asset Transfer Agreement, Transferor has conveyed, transferred and assigned to Company, among other assets, certain intellectual property of Transferor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers and assigns to Company, and Company hereby accepts, all of Transferor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, if any, the transfer of such applications accompanies, pursuant to the Asset Transfer Agreement, the transfer of Transferor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Transferor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Company. Following the date hereof, upon Company's reasonable request, Transferor shall take such steps and actions, and provide such cooperation and assistance to Company and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence or perfect the assignment of the Assigned Trademarks to Company, or any assignee or successor thereto.

3. Terms of the Asset Transfer Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Transfer Agreement, to which reference is made for a further statement of the rights and obligations of Transferor and Company with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Transfer Agreement and the terms hereof, the terms of the Asset Transfer Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

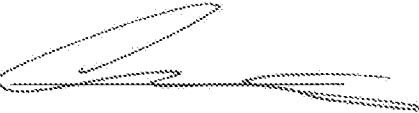
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Transferor has duly executed and delivered this Trademark Assignment as of the date first written above.

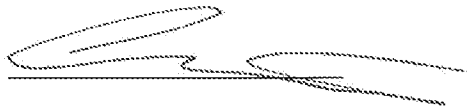
INCIPIO TECHNOLOGIES, INC.

By: 

Name: Andy Fathollahi
Title: Chief Executive Officer and
President

AGREED TO AND ACCEPTED:

INCIPIO, LLC

By: 

Name: Andy Fathollahi
Title: Chief Executive Officer and
President

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S.
Trademarks

Owner	Trademark	Application No.	Application Filing Date	Registration No.	Registration Date	MPP Docket
Incipio Technologies, Inc.	INCIPIO	77565173	9/8/2008	3638230	6/16/2009	48815-031-001
Incipio Technologies, Inc.	THE ART OF PROTECTION	77700446	3/26/2009	3887149	12/7/2010	48815-031-002
Incipio Technologies, Inc.	THE ART OF PROTECTION	77700458	3/26/2009	3887150	12/7/2010	48815-031-003
Incipio Technologies, Inc.	HONU	77941429	2/22/2010	3933606	3/22/2011	48815-031-004
Incipio Technologies, Inc.	DERMASHOT	77573758	9/18/2008	3606017	4/14/2009	48815-031-005
Incipio Technologies, Inc.	SILICRYLIC	77582576	9/30/2008	3606035	4/14/2009	48815-031-006
Incipio Technologies, Inc.	ECO CASE & Design	77585680	10/4/2008	3602443	4/7/2009	48815-031-007
Incipio Technologies, Inc.	DUROSHOT	77592571	10/14/2008	3606060	4/14/2009	48815-031-008
Incipio Technologies, Inc.	THEDUKE	77592662	10/14/2008	3622870	5/19/2009	48815-031-009
Incipio Technologies, Inc.	FEATHER	77592677	10/14/2008	3622872	5/19/2009	48815-031-010
Incipio Technologies, Inc.	[OVRMLD]	77629815	12/9/2008	3626944	5/26/2009	48815-031-011
Incipio Technologies, Inc.	[PERFORMANCE]	77629840	12/9/2008	3623012	5/19/2009	48815-031-012
Incipio Technologies, Inc.	EASYREACH	77629855	12/9/2008	3623013	5/19/2009	48815-031-013
Incipio Technologies, Inc.	HIPSTER	77664043	2/5/2009	4024376	9/13/2011	48815-031-014
Incipio Technologies, Inc.	AREA	77765622	6/22/2009	3725550	12/15/2009	48815-031-015
Incipio Technologies, Inc.	Square Design Logo	77578169	9/24/2008	3606026	4/14/2009	48815-031-016
Incipio Technologies, Inc.	TONIC	77592188	10/14/2008	3606058	4/14/2009	48815-031-017
Incipio Technologies, Inc.	TRIBAL	77765630	6/22/2009	3725551	12/15/2009	48815-031-019
Incipio Technologies, Inc.	INCIPIO LAB	77792095	7/29/2009	3852264	9/28/2010	48815-031-020

Incipio Technologies, Inc.	NGP	77898666	12/21/2009	3888922	12/14/2010	48815-031-021
Incipio Technologies, Inc.	BOOMBOOMS	77962162	3/18/2010	3853590	9/28/2010	48815-031-022
Incipio Technologies, Inc.	EDGE	85080600	7/8/2010	3925296	3/1/2011	48815-031-023
Incipio Technologies, Inc.	1337	77898673	12/21/2009	3888923	12/14/2010	48815-031-024
Incipio Technologies, Inc.	OFFGRID	85437903	10/3/2011	4348742	6/11/2013	48815-031-025
Incipio Technologies, Inc.	FEATHER	85636147	5/25/2012	4366938	7/16/2013	48815-031-027
Incipio Technologies, Inc.	KICKSTAND	77573756	9/18/2008	3791922	5/25/2010	48815-031-034
Incipio Technologies, Inc.	INCIPIO	85969267	6/25/2013	4480666	2/11/2014	48815-031-039
Incipio Technologies, Inc.	CLARION	86468301	12/1/2014	4847746	11/3/2015	48815-031-046
Incipio Technologies, Inc.	TUXEN	86468292	12/1/2014	4856820	11/17/2015	48815-031-047
Incipio Technologies, Inc.	NCITE	86464729	11/25/2014	N/A	N/A	48815-031-048
Incipio Technologies, Inc.	FARADAY	86468297	12/1/2014	N/A	N/A	48815-031-049
Incipio Technologies, Inc.	TRUMAN	86242909	4/4/2014	N/A	N/A	48815-031-050
Incipio Technologies, Inc.	FOCAL	86117176	11/12/2013	4598935	9/2/2014	48815-031-054
Incipio Technologies, Inc.	KICKSNAP	85374401	7/18/2011	4313814	4/2/2013	48815-031-055
Incipio Technologies, Inc.	COGEN	85443280	10/10/2011	4688991	2/17/2015	48815-031-056
Incipio Technologies, Inc.	CODE	85375602	7/19/2011	4227056	10/16/2012	48815-031-057
Incipio Technologies, Inc.	PLEX	85311143	5/3/2011	4073802	12/20/2011	48815-031-058
Incipio Technologies, Inc.	DELTA	85238215	2/9/2011	4019505	8/30/2011	48815-031-059
Incipio Technologies, Inc.	BOMBPROOF	85186767	11/29/2010	3981657	6/21/2011	48815-031-060
Incipio Technologies, Inc.	BIGSHOW	85186729	11/29/2010	4092131	1/24/2012	48815-031-061
Incipio Technologies, Inc.	HIVE	85133997	9/20/2010	3957767	5/10/2011	48815-031-062
Incipio Technologies, Inc.	MICROTEXTURE	85124921	9/8/2010	3957491	5/10/2011	48815-031-063
Incipio Technologies, Inc.	UNDERGROUND	85097350	7/30/2010	3937909	3/29/2011	48815-031-064

Incipio Technologies, Inc.	THE OX	85097327	7/30/2010	3937907	3/29/2011	48815-031-065
Incipio Technologies, Inc.	QUICKCHECK	85097320	7/30/2010	3925674	3/1/2011	48815-031-066
Incipio Technologies, Inc.	XENON	85096760	7/30/2010	3923159	2/22/2011	48815-031-067
Incipio Technologies, Inc.	MAJOR	85733001	9/19/2012	4467488	1/14/2014	48815-031-068
Incipio Technologies, Inc.	ATLAS	85722288	9/6/2012	4389525	8/20/2013	48815-031-069
Incipio Technologies, Inc.	STASHBACK	85704621	8/15/2012	4389469	8/20/2013	48815-031-070
Incipio Technologies, Inc.	FREQUENCY	85701857	8/13/2012	4389463	8/20/2013	48815-031-071
Incipio Technologies, Inc.	66/33	85699012	8/8/2012	4463578	1/7/2014	48815-031-072
Incipio Technologies, Inc.	PENTRY	85699010	8/8/2012	4463577	1/7/2014	48815-031-073
Incipio Technologies, Inc.	DIGITS	85699009	8/8/2012	4463576	1/7/2014	48815-031-074
Incipio Technologies, Inc.	FLETCH	85699007	8/8/2012	4452211	12/17/2013	48815-031-075
Incipio Technologies, Inc.	CORE CASES	85697311	8/7/2012	4312747	4/2/2013	48815-031-076
Incipio Technologies, Inc.	PHENOM	85650687	6/13/2012	4463483	1/7/2014	48815-031-077
Incipio Technologies, Inc.	DUALPRO	85635025	5/24/2012	4369857	7/16/2013	48815-031-078
Incipio Technologies, Inc.	HIGHWIRE	85616418	5/3/2012	4261493	12/18/2012	48815-031-079
Incipio Technologies, Inc.	DOZER	85614502	5/2/2012	4261343	12/18/2012	48815-031-080
Incipio Technologies, Inc.	FOREMAN	85613825	5/1/2012	4261301	12/18/2012	48815-031-081
Incipio Technologies, Inc.	SPECIALIST	85430508	9/23/2011	4188095	8/7/2012	48815-031-082
Incipio Technologies, Inc.	RESPONSE	85422351	9/14/2011	4227383	10/16/2012	48815-031-083
Incipio Technologies, Inc.	STOWAWAY	85375556	7/19/2011	4140370	5/8/2012	48815-031-084
Incipio Technologies, Inc.	STEP	85237184	2/8/2011	4132885	4/24/2012	48815-031-085
Incipio Technologies, Inc.	TRIAD	85236604	2/8/2011	4129637	4/17/2012	48815-031-086
Incipio Technologies, Inc.	INVERT	85236534	2/8/2011	4132882	4/24/2012	48815-031-087
Incipio Technologies, Inc.	DESTROYER	85096354	7/29/2010	3956082	5/3/2011	48815-031-088

Incipio Technologies, Inc.	TEK-NICAL	85095193	7/28/2010	3925668	3/1/2011	48815-031-089
Incipio Technologies, Inc.	DOTTIES	85094837	7/28/2010	3923156	2/22/2011	48815-031-090
Incipio Technologies, Inc.	PREDATOR	85094236	7/27/2010	4099806	2/14/2012	48815-031-091
Incipio Technologies, Inc.	DRONE	85732981	9/19/2012	4544232	6/3/2014	48815-031-092
Incipio Technologies, Inc.	RIGOR	85698449	8/8/2012	N/A	N/A	48815-031-093
Incipio Technologies, Inc.	PFORM	86695860	7/16/2015	N/A	N/A	48815-031-095
Incipio Technologies, Inc.	COMMANDKIT	86804111	10/29/2015	N/A	N/A	48815-031-097
Incipio Technologies, Inc.	GLITTER IS MY FAVORITE COLOR	86854594	12/18/2015	N/A	N/A	48815-031-099
Incipio Technologies, Inc.	HELLO DARLING	86854598	12/18/2015	N/A	N/A	48815-031-100
Incipio Technologies, Inc.	TALK IS CHIC	86854602	12/18/2015	N/A	N/A	48815-031-101
Incipio Technologies, Inc.	SWEET TALKER	86854605	12/18/2015	N/A	N/A	48815-031-102
Incipio Technologies, Inc.	SWEET TALK	86854603	12/18/2015	N/A	N/A	48815-031-103
Incipio Technologies, Inc.	MIX IT UP	86854609	12/18/2015	N/A	N/A	48815-031-104
Incipio Technologies, Inc.	CAUSE A STIR	86854611	12/18/2015	N/A	N/A	48815-031-105
Incipio Technologies, Inc.	HERE COMES TROUBLE	86854613	12/18/2015	N/A	N/A	48815-031-106
Incipio Technologies, Inc.	HOLD THE PHONE	86854615	12/18/2015	N/A	N/A	48815-031-107
Incipio Technologies, Inc.	WHY HELLO THERE	86854616	12/18/2015	N/A	N/A	48815-031-108
Incipio Technologies, Inc.	SEE YOU LATER ALLIGATOR	86854620	12/18/2015	N/A	N/A	48815-031-109
Incipio Technologies, Inc.	HOW THE DEVIL ARE YOU?	86854621	12/18/2015	N/A	N/A	48815-031-110
Incipio Technologies, Inc.	YOU CAN SAY THAT AGAIN	86854622	12/18/2015	N/A	N/A	48815-031-111
Incipio Technologies, Inc.	YOU SAID IT	86854623	12/18/2015	N/A	N/A	48815-031-112
Incipio Technologies, Inc.	HOW DO YOU DO?	86854624	12/18/2015	N/A	N/A	48815-031-113
Incipio Technologies, Inc.	NOW YOU'RE TALKING	86854627	12/18/2015	N/A	N/A	44815-031-114
Incipio Technologies, Inc.	IN OTHER WORDS	86854628	12/18/2015	N/A	N/A	48815-031-115

Incipio Technologies, Inc.	MUSIC TO MY EARS	86854631	12/18/2015	N/A	N/A	48815-031-116
Incipio Technologies, Inc.	ESQUIRE SERIES	86858469	12/28/2015	N/A	N/A	48815-031-118
Incipio Technologies, Inc.	BALLARD	86858478	12/28/2015	N/A	N/A	48815-031-119
Incipio Technologies, Inc.	HOLDEN	86858487	12/28/2015	N/A	N/A	48815-031-120
Incipio Technologies, Inc.	CLAMBOOK	85566300	3/11/2012	4863451	12/1/2015	48815-040-001
Incipio Technologies, Inc.	ICONTROLLER	85958864	6/13/2013	N/A	N/A	48815-040-002
Incipio Technologies, Inc.	INCONTROL	85969963	6/25/2013	N/A	N/A	48815-040-003
Incipio Technologies, Inc.	GAMECASE	86001591	7/3/2013	N/A	N/A	48815-040-004
Incipio Technologies, Inc.	CLAMCASE	85032024	5/6/2010	3949241	4/19/2011	48815-040-006
Incipio Technologies, Inc.	CLAMCASE & Design	86346864	7/24/2014	4707582	3/24/2015	48815-040-007