

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brent R James		11/16/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Tweak Footwear, Inc.		
Street Address:	936 Hermosa Ave #07		
City:	Hermosa Beach		
State/Country:	CALIFORNIA		
Postal Code:	90254		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78883696	TWEAK	
CORRESPONDENCE DATA			
Fax Number:	5032962845		
<i>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.</i>			
Phone:	5038661414		
Email:	jennifer.yruegas@jyconsultants.com		
Correspondent Name:	Jennifer Yruegas		
Address Line 1:	33125 Bonneville Drive		
Address Line 4:	Scappoose, OREGON 97056		
ATTORNEY DOCKET NUMBER:	TWEAK ASSSIGNMENT		
NAME OF SUBMITTER:	Jennifer Yruegas		
SIGNATURE:	/jey/		
DATE SIGNED:	01/12/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY PURCHASE AND ASSIGNMENT AGREEMENT

This Intellectual Property Purchase and Assignment Agreement (this “**Agreement**”), dated as of November 16, 2015 (the “**Agreement Effective Date**”), is between Brent James, an individual (hereinafter “**Seller**” or “**Assignor**”), and TWEAK FOOTWEAR, INC. (hereinafter “**Purchaser**” or “**Assignee**”).

RECITALS

- A. Seller is the direct owner of the IP herein described and wishes to assign such IP Assets to Buyer.
- B. Buyer wishes to purchase the IP Assets for valuable consideration.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises contained herein, Assignor and Assignee therefore agree as follows:

1. Assignment of IP Assets. For purposes of this Agreement, the term “**IP Assets**” means the entire right, title and interest in and to the following:

- (a) The “TWEAK” Mark and any related applications, including specifically the United States Patent and Trademark office application, serial # 78883696;
- (b) All logos and phrases related to the TWEAK Mark; and
- (c) Any common law rights relating to the TWEAK Mark
- (d) The goodwill associated with Assignor’s interest in the TWEAK Mark.

Assignor hereby assigns, sells, transfers and delivers to Assignee (including its successors and assigns), free and clear of all Liens, all of Assignor’s right, title and interest in and to the IP Assets, including: (A) the right to sue and recover for, and the right to the profits, damages, settlements and proceeds due or accrued arising out of or in connection with any and all past, present or future infringement, misappropriation, dilution, passing off, conflict, damage or injury to the IP Assets. To the extent the rights set forth in subsection (A) of the foregoing sentence are not assignable, Assignor hereby agrees to join as a party in any applicable Proceeding, at Assignee’s cost and expense, unless Assignor in good faith determines that it would harm Assignor to do so. For the purposes of this Agreement, “**Lien**” shall mean a lien, pledge, mortgage, deed of trust or security interest.

2. IP Assets. The record ownership of all Intellectual Property that (a) constitutes IP Assets, and (b) is recorded in the name of Seller as of the Agreement Effective

Date (the “**IP Assets**”) shall be transferred from Assignor to Assignee pursuant to agreements substantially in the form of the following:

(a) Trademark Assignment, attached as Exhibit A;

3. Disclaimer; Ownership; No Challenge. Assignor hereby disclaims all interest in the IP Assets and shall not, and shall cause its Affiliates to not, use or apply to register any IP Asset, or any other Intellectual Property that would constitute an infringement of any IP Asset. Use of any Trademark by Assignor prior to assignment to Assignee pursuant to Section 1 shall be deemed to have been use by Assignee for purposes of trademark maintenance and registration. Assignor acknowledges that all rights accruing from Assignor’s use of any Trademark included in the IP Assets prior to assignment to Assignee pursuant to Section 1 and any goodwill resulting from such uses shall inure to the benefit of Assignee and that Assignee is the owner of all enhancements in value attached or which may become attached to such Trademarks after the Agreement Effective Date. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any Person in challenging, in any jurisdiction (a) Assignee’s rights and title in and to the IP Assets, (b) Assignee’s and its Affiliates’ rights to use and control the IP Assets, or (c) the validity of the IP Assets.

4. Purchase Price. For valuable consideration (the “**IP Asset Consideration**”).

5. Future Cooperation. Assignor will (and will cause its Affiliates to) execute all documents, forms or authorizations in form or forms to be specified by Assignee that may be necessary or desirable to perfect Assignee’s right, title and interest in the IP Assets and do all other actions and things reasonably requested by Assignee in order to vest more fully and absolutely in Assignee all ownership rights in the IP Assets. This shall include at Assignee’s expense and sole liability (as further detailed in section 8 herein, Indemnification) the production of product for sale in connection with perfecting a Statement of Use related to Application Serial # 78883696. If at any time Assignee is unable, after reasonable effort, to secure Assignor’s (or its Affiliates’) signature on any document necessary to fully assign the IP Assets to Assignee, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s (or its Affiliates’) agent and attorney-in-fact to the fullest extent permitted by Applicable Law, with full power of substitution, which authorization shall be coupled with an interest, to act for and in Assignor’s (or its Affiliates’) behalf to execute and file any document necessary to fully assign the IP Assets to Assignee, and to do all other lawfully permitted acts to further the prosecution and issuance of any protection related to the IP Assets or that are necessary or desirable in the reasonable determination of Assignee and Assignee’s assignees to assign, transfer or otherwise realize on any IP Asset or any writing of any kind in connection with any IP Asset, with the same legal force and effect as if executed by Assignor (or its Affiliates), including, without limitation, filing and prosecuting registration, renewal, maintenance and transfer applications and instruments with all appropriate U.S. and foreign agencies, authorities, registrars and intellectual property offices with respect to the Trademark TWEAK in order to effect an absolute assignment of all right, title and interest in or to any such Intellectual Property, and recording the same. Assignee will promptly deliver to Assignor a copy

of all documents executed and/or filed by Assignee as agent or attorney-in-fact for Assignor under this Section 5.

6. Scope and Effect. Except for Section 1 as it relates to Liens, nothing in this Agreement is intended to limit or expand or create any effect on any of the representations or warranties outlined herein.

7. Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in the following manner:

If to Assignee: JY Consultants, LLC
33125 Bonneville Dr.
Scappoose, Oregon 97056
Fax: 503-296-2845
Attention: Jennifer Yruegas

If to Assignor: JY Consultants, LLC
33125 Bonneville Dr.
Scappoose, Oregon 97056
Fax: 503-296-2845
Attention: Jennifer Yruegas

8. Indemnification for Assignor's Cooperation. Buyer will indemnify and hold Seller, its affiliated companies, and its and their affiliates, employees, officers, directors, stockholders, attorneys and agents harmless from any and all demands, claims, actions, lawsuits and proceedings which may at any time be brought against any of them and any and all liabilities, losses, damages, costs, expenses, judgments and settlements (including, but not limited to, attorneys' fees and other legal costs and expenses) which may at any time be suffered or incurred by any of them, arising out of or in connection with Seller's conduct in carrying out any actions under section 5 herein. Indemnification specifically includes Seller's conduct related to the perfecting of the Statement of Use described herein and any conduct carried out by Buyer related to the sales, such as promotion, marketing, handling, distribution and servicing of the products sold.

9. Miscellaneous. This Agreement (a) will be binding upon and inure to the benefit of Assignors, Assignee and their respective successors and assigns, (b) will be governed by and construed and enforced in accordance with the laws of the state of Oregon; (c) may be executed in two or more counterparts, each of which will be an original for all purposes but all of which taken together will constitute one and the same instrument; (d) does not confer upon any person or entity, other than Assignors and Assignee, and their respective successors and assigns, any rights or remedies hereunder; and (e) may only be amended, supplemented or modified by a writing executed by all parties. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. No failure or delay on the part of a party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies

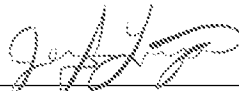
provided for herein are cumulative and are not exclusive of any remedies that may be available to any party, in equity or otherwise. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof. In any action or proceeding brought to enforce any provision of this Agreement, or any other document or instrument contemplated hereby or thereby, or where any provision hereof or thereof is validly asserted as a defense, the successful party shall be entitled to recover reasonable attorneys' fees, charges and disbursements in addition to any other available remedy.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

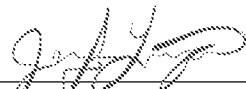
SELLER/ASSIGNOR

PURCHASER/ASSIGNEE

By: _____
Name: Brent James
Title: Owner of IP Assets

By:  _____
Name: Jennifer Yruegas
Title: Legal Counsel for Purchaser

Or

By:  _____
Name: Jennifer Yruegas
Attorney In Fact

LIST OF SCHEDULES:

SCHEDULE 1: IP ASSETS

LIST OF EXHIBITS:

EXHIBIT A: TRADEMARK ASSIGNMENT

SCHEDULE 1

IP ASSETS

TWEAK US application serial #78883696

EXHIBIT A

UNITED STATES MASTER TRADEMARK ASSIGNMENT

WHEREAS, Brent James, an individual residing in California (hereinafter, "Assignor"), is the owner of the United States trademark applications and registrations listed on Schedule A attached hereto (collectively, the "Marks").

WHEREAS, TWEAK FOOTWEAR, INC., having its Oregon attorney in fact at 33125 Bonneville Dr. Scappoose, Oregon 97056 ("Assignee"), is desirous of acquiring the Marks and the goodwill associated therewith.

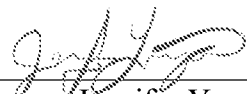
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by such Marks, and the right to sue for and take action with respect to past infringements.

IN WITNESS WHEREOF, Assignor has signed this Assignment this 16 day of November, 2015.

Assignor/Owner

By: _____
Name: Brent James

Or

By:  _____
Name: Jennifer Yruegas
Attorney In Fact