

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2746545

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OAKLEY, INC	08/02/2013
RECEIVING PARTY DATA	
Name:	SBG REVO HOLDINGS, LLC
Street Address:	1065 AVENUE OF THE AMERICAS, 30TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	29423384
Application Number:	29430299
Application Number:	29438360
Application Number:	29423440
CORRESPONDENCE DATA	
Fax Number:	(212)354-8113
Phone:	212-819-8200
Email:	iprecordations@whitecase.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	FATIMA CARRILLO/WHITE & CASE LLP
Address Line 1:	1155 AVENUE OF THE AMERICAS
Address Line 2:	PATENT & TRADEMARK DEPARTMENT
Address Line 4:	NEW YORK, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	1141381-0010
NAME OF SUBMITTER:	FATIMA CARRILLO

Signature:	/FATIMA CARRILLO/
Date:	02/27/2014
Total Attachments: 6 source=Revo - Oakley Assignment of Patents (Executed Copy)#page1.tif source=Revo - Oakley Assignment of Patents (Executed Copy)#page2.tif source=Revo - Oakley Assignment of Patents (Executed Copy)#page3.tif source=Revo - Oakley Assignment of Patents (Executed Copy)#page4.tif source=Revo - Oakley Assignment of Patents (Executed Copy)#page5.tif source=Revo - Oakley Assignment of Patents (Executed Copy)#page6.tif	

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this “**Assignment**”), dated as of August 2, 2013 (the “**Effective Date**”), is entered into by and between OAKLEY, INC., a Washington corporation with its principal office located at One Icon, Foothill Ranch, California 92610 (the “**Assignor**”), and SBG REVO HOLDINGS, LLC, a Delaware limited liability company with its principal office located at 1065 Avenue of the Americas, 30th Floor, New York, NY 10018 (the “**Assignee**”).

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to the patents and patent applications that are described in detail in Exhibit A annexed hereto (the “**Patents**”);

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 2, 2013 (the “**Purchase Agreement**”) concerning the sale of the Revo Business (as defined in the Purchase Agreement);

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, all of Assignor’s right, title and interest in, to and under all of the Purchased Assets (as defined in the Purchase Agreement), including the Patents; and

WHEREAS, Assignor wishes to assign to Assignee Assignor’s entire right, title, interest, benefits, privileges and goodwill in and to the Patents, and Assignee desires to acquire Assignor’s entire, right, title, interest, benefits and privileges and goodwill in and to the Patents.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee do hereby agree as follows:

1. **PATENT ASSIGNMENT.** Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, Assignor’s entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past, present, and future infringement and to collect for all past, present and future damages, (a) in each of the Patents, and (b) in any and all applications that claim the benefit of the Patents, including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals, and reexaminations of such Patents, to the full extent of the term or terms for which letters patents issue, and (c) in any and all inventions described in each of the Patents, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents, including, without limitation, patents, applications, utility models, inventor’s certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable.

2. **FURTHER ACTIONS.** Assignor hereby covenants and agrees to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take any other action as such Assignee may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment. Specifically, Assignor agrees to: (i) at Assignee's expense, execute, acknowledge and deliver such further documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to register in the name of Assignee the assignment of the Patents in any appropriate governmental agency or registrar; and (ii) use commercially reasonable efforts to provide information requested by Assignee pertaining to the Patents in order for Assignee to prosecute, maintain and enforce the Patents.

3. **MISCELLANEOUS.**

3.1. **Headings.** The headings in this Assignment are for reference only and shall not affect the interpretation of this Assignment.

3.2. **Governing Law.** This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (other than sections 5-1401 and 5-1402 of the New York General Obligations Law) that would cause the application of the laws of any jurisdiction other than the State of New York.

3.3. **Counterparts/Amendments.** This 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 instrument. A signed copy of this 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 Assignment. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by the Assignor and the Assignee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Patents to be duly executed on its behalf, as of the Effective Date.

ASSIGNOR:

OAKLEY, INC.

By: _____

Name: _____

Title: _____

Colin Baden

Colin Baden

Chief Executive Officer + President



WITNESS:

[Signature]

ASSIGNEE:

SBG REVO HOLDINGS, LLC

By: _____

Name: _____

Title: _____

WITNESS:

[Signature page to Assignment of Patents]

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Patents to be duly executed on its behalf, as of the Effective Date.

ASSIGNOR:

OAKLEY, INC.

By: _____

Name: _____

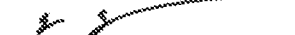
Title: _____

WITNESS:

ASSIGNEE:

SBG REVO HOLDINGS, LLC

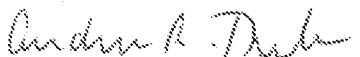
By: Sequential Brands Group, Inc.,
its sole member

By:  _____

Name: Yehuda Shmidman

Title: Chief Executive Officer

WITNESS:



[Signature page to Assignment of Patents]

EXHIBIT A

Patents

Revo Products	Patent No.	Issue Date	App. No.	Filing Date	Country	Patent Status	Expiration Date	Current Owner
Descend (E, N, S, W)	D674,434	1/15/2013	29/423,384	5/31/2012	US	In Force	1/15/2027	Oakley, Inc.
Transport	D678,389	3/19/2013	29/430,299	8/23/2012	US	In Force	3/19/2027	Oakley, Inc.
Guide Extreme			29/438,360	11/29/2012	US	Pending		Oakley, Inc.
Guide Extreme			151269	5/23/2013	CA	Pending		Oakley, Inc.
Guide Extreme			002244582	5/27/2013	EU	Pending		Oakley, Inc.
Leash & Buoy Accessory	D673,997	1/8/2013	29/423,440	5/31/2012	US	In Force	1/8/2027	Oakley, Inc.

Leash & Buoy Accessory			146912	8/13/2012	CA	Pending		Oakley, Inc.
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