

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILLIAMSON-DICKIE MANUFACTURING COMPANY		05/20/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RESILIENCE LLC		
Street Address:	1035 SOUTH GRAND AVENUE		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90015		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3171891	RESILIENTS	
CORRESPONDENCE DATA			
Fax Number:	(310)553-0222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	joseph@novianlaw.com		
Correspondent Name:	Farhad Novian, Esq.		
Address Line 1:	1801 Century Park East		
Address Line 2:	Suite 1201		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	4178-3		
NAME OF SUBMITTER:	Joseph A. Lopez		
Signature:	/Joseph A. Lopez/		
Date:	06/24/2011		
Total Attachments: 2 source=05.20.11 Assignment of Trademarks and Applications#page1.tif source=05.20.11 Assignment of Trademarks and Applications#page2.tif			

OP \$40.00 3171891

ASSIGNMENT OF TRADEMARKS AND APPLICATIONS

Effective Date: May 20, 2011

WHEREAS Williamson- Dickie Manufacturing Company, a Delaware corporation (“Assignor”) owns or holds all of the rights to use the following trademark:

RESILIENTS word mark in international class 25, identified by the United States Patent and Trademark Office (“USPTO”) as Registration No. 3171891 (“the Mark”);

WHEREAS, Resilience LLC, a California Limited Liability Company (“Assignee”) desires to acquire all of Assignor’s right, title, and interest in and to the Mark and the goodwill associated therewith, and all applications for registrations thereof; and, Assignor desires to assign all of its rights, title, and interest in the foregoing to the Assignee.

NOW, THEREFORE, for payment of the sum of Two-Thousand Dollars (\$2,000.00) from Assignee to Assignor, and, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells and irrevocably transfers unto said Assignee all right, title, and interest in and to the Mark, and any colorable imitation thereof, whether in existence now or in existence in the future, as to all media now in existence or in existence in the future in all Classes of goods, together with any and all statutory or common law trademark rights in and to: (a) any application for registration of Mark; (b) the goodwill of the business symbolized by and associated with the Mark and any applications for registration thereof; and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or any applications for registrations thereof or such associated goodwill. It is further agreed that upon the request and at the expense of the Assignee, Assignor shall duly execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney as may be reasonably required to effect the terms of this Agreement. Notwithstanding anything to the contrary herein, and as a material part of the consideration for this Assignment, Assignor and Assignee agree that Assignee is taking assignment of the Mark “AS IS” and that there is no warranty by Assignor that the Mark has a particular financial value or is fit for a particular purpose. Assignee acknowledges and stipulates that Assignee is not relying on any representation, statement, or other assertion with respect to the Mark’s condition, value, or use, but is relying on Assignee’s examination of the Mark. Assignee agrees to take assignment of the Mark with the express understanding and stipulation that there are no express or implied warranties.

Miscellaneous

1. **Facsimile**. The parties hereto and their respective successors and assigns are hereby authorized to rely upon the signatures of each person and entity on this Assignment which are delivered by facsimile as constituting a duly authorized, irrevocable, actual, current delivery of this Assignment with original ink signatures of each person and entity.

2. Counterparts. This Assignment may be executed in any number of counterpart copies and each such counterpart copy shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR

WILLIAMSON- DICKIE MANUFACTURING COMPANY, INC.

By: J. Michael Binnie
Name: J. Michael Binnie
Position: President

ASSIGNEE

RESILIENCE LLC

By: Rapnael JAVANGA
Name: Rapnael JAVANGA
Position: Owner

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