

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
Affliction Holdings LLC		08/23/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Throwdown Industries Inc		
Street Address:	1720 Apollo Court		
City:	Seal Beach		
State/Country:	CALIFORNIA		
Postal Code:	90740		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86596799		
CORRESPONDENCE DATA			
Fax Number:	8133873050		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8132206748		
Email:	rjquezon@jawlaw.net		
Correspondent Name:	Jaime R Quezon		
Address Line 1:	805 W Azelee Street		
Address Line 4:	tampa, FLORIDA 33606		
NAME OF SUBMITTER:	Jaime R Quezon		
Signature:	/Jaime R Quezon/		
Date:	11/15/2012		
Total Attachments: 5			

OP \$40.00 86596799

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made this 23rd day of August 2012, by and between Affliction Holdings, LLC, a California limited liability company of 1799 Apollo Court, Seal Beach, CA 90740 ("Affliction"), ("ASSIGNOR") and Throwdown Industries, Inc., a California corporation ("ASSIGNEE"). The above parties are referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, ASSIGNOR is the owner of the trademark filing (the "Mark") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Mark is used; AND

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE and ASSIGNEE desires to accept all of ASSIGNOR'S right, title, and interest in and to the Mark.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby states the following:

1. Representations And Warranties. ASSIGNOR represents and warrants that:
 - A. it has the authority to enter into this Assignment; and
 - B. it has made no previous assignment of the Mark to any third party; and
 - C. the Mark is free and clear of all security filings and any and all liens.
2. Assignment. ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE and ASSIGNEE accepts all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Mark, together with:
 - A. the goodwill of the business relating to the Mark and the products and services for which they are registered; and
 - B. all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, if any, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark;
 - C. all rights to sue for past, present and future infringements or misappropriations of the Mark.
3. Further Assurances. Each Party at the reasonable request of any other Party and without additional consideration, shall execute and deliver, or shall cause to be executed and delivered, from time to time, such further certificates, Assignments or instruments of conveyance and transfer, assumption, release and acquittance and shall take such other action as any other Party may reasonably request, to consummate or implement the transactions contemplated by this Assignment.

4. Waiver. No waiver of any term, provision, or condition of this Assignment, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

5. Amendment. No amendment or modification of this Assignment shall be binding unless made in a written instrument that specifically refers to this Assignment and is signed by all Parties.

6. Construction. In the event an ambiguity or question of intent or interpretation arises, this Assignment and the Assignments, documents and instruments executed and delivered in connection herewith shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Assignment.

7. Section Headings. The section and other headings contained in this Assignment are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Assignment.

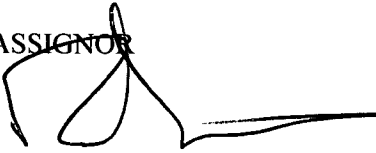
8. Severability. In the event that any term or provision of this Assignment shall be determined to be unenforceable, invalid or illegal in any respect, such unenforceability, invalidity or illegality shall not affect any other term or provision hereof.

9. Governing Law. In all respects, including all matters of construction, validity and performance, this Assignment and the obligations of each Party arising hereunder shall be governed by, construed and enforced in accordance with, the internal laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

10. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. Nothing in this Assignment, whether express or implied, is intended to confer upon any person or entity other than the Parties, their successors and permitted assigns, any rights or remedies under or by reason of this Assignment.

[Signature Page to Follow]

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNOR

Affliction Holdings, LLC

STATE OF: *CA* COUNTY OF: *LOS ANGELES*

The foregoing instrument was acknowledged before me this August 17, 2012 by Rob OHO
as Chief Financial Officer of Affliction Holdings, LLC
who is personally known to me or has produced as identification.


Notary Public

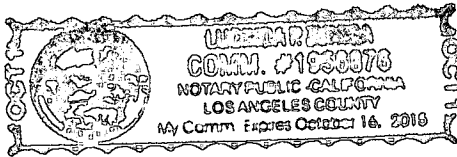


EXHIBIT A

PENDING TRADEMARK FILED

Pending	Affliction Holdings, LLC	KEVGUARD	85-596, 799	04/12/12
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

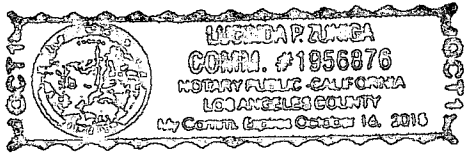
CIVIL CODE § 1189

State of California

County of Los Angeles

On 8-17-2012 before me, Lucinda P. Zuniga

personally appeared Rob Otto



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lucinda P. Zuniga

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Assignment

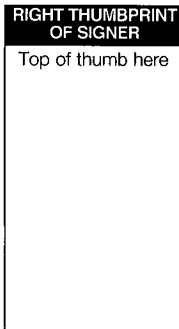
Document Date: Number of Pages: 4

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rob Otto

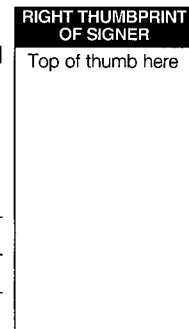
- Corporate Officer - Title(s):
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer's Name:

- Corporate Officer - Title(s):
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: