

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
Popular Poison, Inc		08/12/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Popular Poison, LLC		
Street Address:	1122 Chautauqua Blvd		
City:	Pacific Palisades		
State/Country:	CALIFORNIA		
Postal Code:	90272		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85946292	NEON NIGHTS	
Serial Number:	85946279	ELECTRIC FUNERAL	
Serial Number:	85946248	POPULAR POISON	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-891-0700		
Email:	trademark@buchalter.com		
Correspondent Name:	Gregory B. Perleberg		
Address Line 1:	1000 Wilshire Blvd.		
Address Line 2:	Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2457		
ATTORNEY DOCKET NUMBER:	GBP POPULAR POISON		
NAME OF SUBMITTER:	Gregory B. Perleberg		

CH \$90.00 85946292

Signature:	/Gregory B. Perleberg/
Date:	09/18/2013
Total Attachments: 3 source=20130917205302#page1.tif source=20130917205302#page2.tif source=20130917205302#page3.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "*Assignment*") is made and entered into this 12th day of August, 2013 by and between Popular Poison, Inc., a California corporation ("*Assignor*") and Popular Poison, LLC, a California limited liability company ("*Assignee*"). Assignor and Assignee may be referred to in this Assignment, individually, as "*Party*" and, collectively, as "*Parties*."

RECITALS

WHEREAS, Assignor is the owner of certain intellectual property, including trademarks, trade names and copyrights, and the goodwill associated with the foregoing, all as set forth **Schedule A** attached hereto (the "*Intellectual Property Assets*"); and

WHEREAS, pursuant to that certain Plan of Conversion and Articles of Organization-Conversion both dated August 12, 2013 approved by the Directors and Shareholders of Assignor, Assignor desires to assign the entire right, title and interest in and to the Intellectual Property Assets, and Assignee desires to acquire the entire right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT

1. Assignment. Assignor does hereby assign and transfer to Assignee the entire right, title and interest in and to the Intellectual Property Assets; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignors had this Assignment and sale not been made, for the United States and all foreign countries.

2. Survival of Terms. The representations, warranties, covenants and indemnification related to the Intellectual Property Assets contained herein shall survive execution of this Agreement.

3. Warranty. To the best of its knowledge, Assignor represents and warrants to Assignee that: (a) entering into and carrying out of the terms and conditions of this Assignment will not violate or constitute a breach of any obligation upon Assignor, and that Assignor has the full legal right to assign and transfer the Intellectual Property Assets in accordance with this Assignment; (b) that there is no claim, litigation or proceeding pending or threatened against Assignor with respect to the Intellectual Property Assets or any component thereof alleging infringement of any intellectual property right of any person or entity, and that the Intellectual Property Assets, in the form delivered do not infringe in any respect upon any intellectual property right of any person or entity.

4. Protection and Enforcement. Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of patents, trademarks, copyrights or other Intellectual Property Assets with the same legal force and effect as if executed by Assignor. Assignor shall do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Intellectual Property Assets, including without limitation, executing such documents as Assignee may reasonably request. To the extent any court, administrative tribunal or agency with appropriate jurisdiction determines any of the rights granted hereunder are

inalienable, Assignor agrees not to exercise such rights and this Assignment shall constitute a grant to Assignee the exclusive, perpetual, irrevocable, worldwide, transferable, assignable, sub-licensable and royalty free right to the Intellectual Property Assets without any obligation of attribution, royalty, or consent and to indemnify and hold Assignee harmless from any such associated costs, royalties, or other fees. Assignor represents and warrants that it will not take any action that jeopardizes Assignee's rights to the Intellectual Property Assets and will not retain or acquire any right in the Intellectual Property Assets.

5. Miscellaneous. This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties agree that the Recitals contained herein and Exhibits attached hereto are specifically incorporated into the Assignment by this reference. The undersigned further agree to cause any and all entities or otherwise, which are directly or indirectly controlled or influenced by the undersigned, to transfer the Intellectual Property Assets.

IN WITNESS WHEREOF, by the signatures of their duly authorized representatives below, Assignor and Assignee, intending to be legally bound, agree to all of the provisions of this Assignment.

ASSIGNOR:

Popular Poison, Inc.

By: 

Title: President

ASSIGNEE:

Popular Poison, LLC

By: 

Title: President

SCHEDULE A

INTELLECTUAL PROPERTY ASSETS

I. Trademarks

Mark	Serial #	Filing Date	Registration #	Registration Date	Renewal Date/Next Action Date
NEON LIGHTS	85/946292	May 30, 2013			
ELECTRIC FUNERAL	85/946279	May 30, 2013			
POPULAR POISON	85/946248	May 30, 2013			

[STAPLE/ATTACH OTHER LOGOS, STYLIZED MARKS, ETC.]

II. Copyrights

[STAPLE/ATTACH COPIES OF CATALOGS, GRAPHICS, ARTWORK, ETC.]

III. Other Designs (Trade Dress and/or Patentable)

[STAPLE/ATTACH COPIES OF OTHER DESIGNS (E.G., JEWELRY, BUCKLES, ETC.)]

IV. Domain Names and Website Content

[STAPLE/ATTACH LIST OF URLS AND WEBPAGES]

V. Contracts

[STAPLE/ATTACH LIST OF ASSIGNED TO AND ASSUMED BY ASSIGNEE]