

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Popular Poison LLC		06/04/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Popular Poison Graphics LLC		
Street Address:	3000 South Hill Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90007		
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:	2132507900		
<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:	213 250 1800		
Email:	Thomas.Kidde@lewisbrisbois.com		
Correspondent Name:	Thomas S. Kidde		
Address Line 1:	221 North Figueroa Street		
Address Line 2:	Suite 1200		
Address Line 4:	Los Angeles, CALIFORNIA 90012		
ATTORNEY DOCKET NUMBER:	34582-03, 04, 05		
NAME OF SUBMITTER:	Thomas S. Kidde		
SIGNATURE:	/Thomas S. Kidde/		
DATE SIGNED:	06/06/2014		
Total Attachments: 7			
source=POPULAR POISON ASSIGNMENT#page1.tif			

OP \$90.00 85946292

source=POPULAR POISON ASSIGNMENT#page2.tif
source=POPULAR POISON ASSIGNMENT#page3.tif
source=POPULAR POISON ASSIGNMENT#page4.tif
source=POPULAR POISON ASSIGNMENT#page5.tif
source=POPULAR POISON ASSIGNMENT#page6.tif
source=POPULAR POISON ASSIGNMENT#page7.tif

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Popular Poison, LLC ("Assignor") and Popular Poison Graphics, LLC ("Assignee"). Reference is made to that certain merger on December 17, 2013, by and between, Assignor and Assignee, wherein Assignor, the disappearing entity, was completely absorbed by Assignee and Assignee, the surviving entity, assumed all the rights, privileges and liabilities of the merged company, as evidenced herein by the attached Exhibit A (the "Merger").

WHEREAS, Assignor is the owner of the actual U.S. trademarks (hereinafter the "Trademarks") identified as follows:

NEON NIGHTS	Serial No. 85946292
ELECTRIC FUNERAL	Serial No. 85946279
POPULAR POISON	Serial No. 85946248

WHEREAS, Assignor was absorbed and merged completely with Assignee in the Merger; and

WHEREAS, Assignor's entire business associated with the intent-to-use trademark applications referenced above has been transferred as a whole and in its entirety to Assignee in the Merger; and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
2. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademarks do not infringe the rights of any person or entity;

- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

///

///

EXHIBIT A

5

201322710054



State of California Secretary of State

Certificate of Merger

(California Corporations Code sections 11113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17652)

FILED
Secretary of State
State of California

DEC 17 2013

cc
1/15

JCC

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY Popular Poison Graphics, LLC	2. TYPE OF ENTITY LLC	3. CA SECRETARY OF STATE FILE NUMBER 201322710054	4. JURISDICTION CALIFORNIA												
5. NAME OF DISAPPEARING ENTITY Popular Poison, LLC	6. TYPE OF ENTITY LLC	7. CA SECRETARY OF STATE FILE NUMBER 201324710229	8. JURISDICTION CALIFORNIA												
<p>9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.</p> <table border="1"> <thead> <tr> <th colspan="2">SURVIVING ENTITY</th> <th colspan="2">DISAPPEARING ENTITY</th> </tr> <tr> <th>CLASS AND NUMBER</th> <th>AND PERCENTAGE VOTE REQUIRED</th> <th>CLASS AND NUMBER</th> <th>AND PERCENTAGE VOTE REQUIRED</th> </tr> </thead> <tbody> <tr> <td>SOLE MEMBER LLC - 100%</td> <td>51%</td> <td>SOLE MEMBER LLC - 100%</td> <td>51%</td> </tr> </tbody> </table>				SURVIVING ENTITY		DISAPPEARING ENTITY		CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	SOLE MEMBER LLC - 100%	51%	SOLE MEMBER LLC - 100%	51%
SURVIVING ENTITY		DISAPPEARING ENTITY													
CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED												
SOLE MEMBER LLC - 100%	51%	SOLE MEMBER LLC - 100%	51%												
<p>10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.</p> <p><input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained</p>															
<p>11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.</p>															
<p>12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.</p> <p>PRINCIPAL ADDRESS OF SURVIVING ENTITY _____ CITY AND STATE _____ ZIP CODE _____</p>															
<p>13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.</p>															
<p>14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.</p>		<p>15. FUTURE EFFECTIVE DATE, IF ANY</p> <p>(Month) (Day) (Year)</p>													
<p>16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.</p>															
<p>17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.</p>															
<p>SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY _____ DATE 12/16/13</p>		<p>T.M.L.K. DESIGN INC., Manager by Tim Maduro, Pres.</p>													
<p>SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY _____ DATE 12/16/13</p>		<p>T.M.L.K. DESIGN INC., Manager by Tim Maduro, Pres.</p>													
<p>SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY _____ DATE</p>		<p>T.M.L.K. DESIGN INC., Manager by Tim Maduro, Pres.</p>													
<p>SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY _____ DATE</p>		<p>T.M.L.K. DESIGN INC., Manager by Tim Maduro, Pres.</p>													
<p>For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____</p>															
<p>OBE MERGER-1 (REV 01/28/13)</p>		<p>APPROVED BY SECRETARY OF STATE</p>													



I hereby certify that the foregoing
transcript of _____ page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

DEC 20 2013

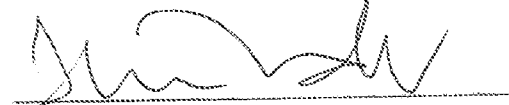
Date: _____

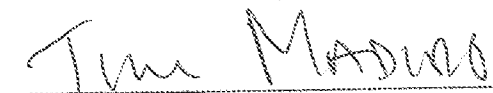
Debra Bowen
DEBRA BOWEN, Secretary of State

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Los Angeles County and the State of California.

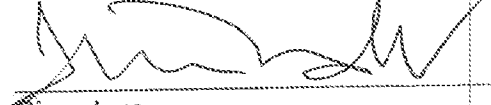
Effective as of December 17, 2013

ASSIGNEE
Popular Poison Graphics, LLC


Signature


Printed Name

ASSIGNOR
Popular Poison, LLC


Signature


Printed Name

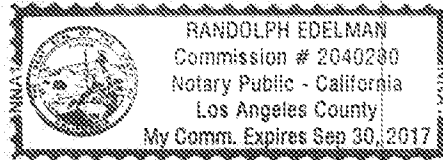
ACKNOWLEDGMENT

State of California
County of Los Angeles

On JUNE 4, 2014 before me, RANDOLPH EDELMAN, Notary Public, personally appeared TIM MADURO 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 in true and correct.

Witness my hand and official seal.



Randolph Edelman
Signature

(Notary Seal)