

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pimp-Hand LLC		11/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Drew Estate Holding Company LLC		
Street Address:	12415 SW 136th Avenue, Suite 7		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33186		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2440808	ACID	
Registration Number:	3687647	ACID CIGARS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ip@akerman.com		
Correspondent Name:	Shelley B. Mixon		
Address Line 1:	1400 Wewatta Street, Suite 500		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	0286774		
NAME OF SUBMITTER:	Shelley B. Mixon		
SIGNATURE:	/sbm/		
DATE SIGNED:	11/21/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT (“**Assignment**”), dated as of November 21, 2014, is made by and between PIMP-HAND LLC, a Delaware limited liability company (“**Seller**”), and Drew Estate Holding Company LLC, a Delaware limited liability company (“**Purchaser**”).

WHEREAS, this Assignment is executed and delivered pursuant to the terms of that certain Trademark Option and Purchase Agreement, dated September 19, 2012, by and among Seller, Purchaser and certain other parties named therein (the “**TOPA**”), pursuant to which, among other things, Seller has agreed to sell, and Purchaser has agreed to purchase certain intellectual property of Seller, and has agreed to execute and deliver this Trademark and Copyright Assignment, for, among other things, recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound have agreed as follows:

1. Seller hereby irrevocably conveys, transfers and assigns to Purchaser all of Seller’s worldwide right, title and interest, including all common law rights, in and to the following trademarks, logos, designs and works of authorship (“**Trademarks and Copyrights**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks and Copyrights:

- (a) the trademarks, including the registrations and trademark applications, set forth on **Exhibit A** hereto and all issuances, extensions and renewals thereof;
- (b) the word “ACID” with respect to goods and services within Class 34 of the International Classification of Goods and Services;
- (c) the silhouette, regardless of color, set forth on **Exhibit A** (i.e., the man on the motorcycle who is smoking) with respect to any and all goods and services;
- (d) all copyrights, including all rights identified in 17 U.S.C. § 106, in the silhouette set forth on **Exhibit A** (i.e., the man on the motorcycle who is smoking) and its various components, regardless of color, including any and all moral rights therein to the extent such moral rights are assignable;
- (e) all rights arising from the use of any of the foregoing in commerce in the United States and Canada;

- (f) all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. To the extent Seller's moral rights, if any, in and to the silhouette set forth on **Exhibit A** are not assignable, Seller hereby waives and agrees never to assert against Purchaser or its successors, heirs or assigns, any moral rights that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of such moral rights in and to such silhouette.

3. Notwithstanding the content of Section 1 of this Assignment, and as provided for in the TOPA, Seller has retained, and shall not be deemed to have conveyed, transferred, or assigned any rights in or to the following:

- (a) the logo set forth in Section 3.1 of the TOPA ("**Morfiya's Logo**"), that is used in connection with Morfiya's existing clothing and vehicle graphic design business, subject to Section 3.4 of the TOPA;
- (b) the word "ACID" with respect to commerce in connection with items that are the same as Morfiya's Goods (as defined under the TOPA), but only to the extent set forth in Section 3.4(i) of the TOPA;
- (c) the word "ACID" in connection with automotive products and goods, but only to the extent set forth in Section 3.4(i) of the TOPA; and
- (d) the audit rights set forth in Section 11 of the ACID License (as defined in the Release, dated October 31, 2014), including Seller's right to seek a post-Closing recalculation / adjustment of the Purchase Price (as defined in the TOPA) and the pre-closing Sales Royalties (as defined in the Fourth Amendment to the License Agreement, dated September 19, 2012) based upon information obtained while exercising Seller's audit rights under Article 11 of the ACID License.

4. Each party hereby agrees to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such

further actions as may be reasonably necessary to effectuate, carry out, and comply with the agreements set forth in this Assignment.

5. All of the terms and provisions of this Assignment are binding upon Seller, Purchaser and their respective successors and assigns and will inure to the benefit of the parties and their respective successors and assigns.

6. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Florida without giving effect to the conflicts of laws principles thereof or of any other state.

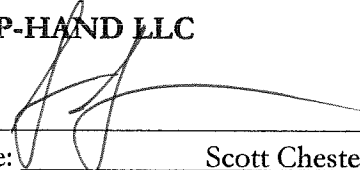
7. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Agreement may be executed by facsimile or portable document format signature, which shall have full force and effect as if original.

* * * * *

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

SELLER:

PIMP-HAND LLC

By: 
Name: Scott Chester
Title: Manager

PURCHASER:

DREW ESTATE HOLDING COMPANY LLC


By: 
Name: Marvin Samel
Title: Co-Founder

EXHIBIT A

Drew Estate - Acid Trademark Portfolio						
Mark	Country	Application #	File Date	Registration #	Registration Date	Status
ACID	AUSTRALIA	1615966				
ACID	CANADA	1673115	4/17/2014			PENDING
ACID	DOMINICAN REPUBLIC	2008860	1/14/2008	167158	5/27/2008	REGISTERED
ACID	EUROPEAN UNION (CTM)	011300902	10/11/2012	011300902	2/7/2013	REGISTERED
ACID	JAPAN	2013-36733	5/16/2013	5618458	9/27/2013	REGISTERED
ACID	UNITED STATES	75/942,912	3/13/2000	2,440,808	4/3/2001	REGISTERED
ACID & Design	EUROPEAN UNION (CTM)	011300911	10/11/2012	011300911	2/21/2013	REGISTERED
ACID & Design	EUROPEAN UNION (CTM)	1716745	6/21/2000	1716745	3/18/2002	CANCELLED
ACID & Design	JAPAN	2013-36734	5/16/2013	5618459	9/27/2013	REGISTERED
ACID ACID	UNITED STATES	76/491,414	2/24/2003			ABANDONED
ACID BLACK	UNITED STATES	77/916,992	1/21/2010			ABANDONED
ACID BLUNTS	UNITED STATES	77/819,379	9/3/2009			ABANDONED
ACID CIGARS & Design	CHINA	7545038	7/15/2009	7545038	2/7/2014	REGISTERED
ACID CIGARS & Design	CHINA	7545041	7/15/2009	7545041	11/14/2010	REGISTERED
ACID CIGARS & Design	NICARAGUA	2008-00001542	4/23/2008	901434	9/21/2009	REGISTERED
ACID CIGARS & DESIGN	UNITED STATES	78/952,633	8/15/2006			ABANDONED
ACID CIGARS & Design	UNITED STATES	78/981,191	8/15/2006	3,687,647	9/22/2009	REGISTERED
ACID FAT TIPS	UNITED STATES	77/819,590	9/3/2009			ABANDONED

