

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAUST MARKETING GROUP, LLC		09/24/2016	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	WCC IP HOLDINGS, LLC		
Street Address:	12362 BEACH BLVD		
Internal Address:	STE 26		
City:	STANTON		
State/Country:	CALIFORNIA		
Postal Code:	90680		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4657860	BHOMB	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	(949) 760-0404		
Email:	EFILING@KNOBBE.COM		
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP		
Address Line 1:	2040 MAIN STREET		
Address Line 2:	14TH FLOOR		
Address Line 4:	IRVINE, CALIFORNIA 92614		
NAME OF SUBMITTER:	THOMAS YEE		
SIGNATURE:	/THOMAS YEE/		
DATE SIGNED:	11/07/2016		
Total Attachments: 4			
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OP \$40.00 4657860

TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is entered into by and between Faust Marketing Group, LLC, a Pennsylvania limited liability company having a business address of 512 Northampton Street, Kingston, Pennsylvania 18704 (hereinafter the "ASSIGNOR") and WCC IP Holdings, LLC, a Delaware limited liability company having a business address of 12362 Beach Blvd, Ste 26, Stanton, CA 90680 (hereinafter the "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using itself or through a licensee, and is the owner of the trademark set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (collectively, the "Mark") in the United States (hereinafter the "Territory");

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Mark in the Territory and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registration relating to the Mark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registration");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Mark and Registration in the Territory; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR possesses in and to the Mark and Registration in the Territory;

NOW THEREFORE, in consideration of the premises and mutual promises hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(i) ASSIGNOR agrees to and hereby sells and assigns to ASSIGNEE all of ASSIGNOR's right, title and interest in and to the Mark and Registration together with the goodwill associated with the Mark and Registration in the Territory, including without limitation, all common law rights, trade name rights, and the right to recover for past infringement in the Territory.

(ii) [REDACTED]

(iii) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- (iv) ASSIGNOR represents and warrants that:
- a. ASSIGNOR owns the entire right, title and interest in and to the Mark and the Registration; and
 - b. The Registration is currently valid and subsisting in full force and effect; and
 - c. ASSIGNOR has not licensed the Mark to any other person or entity, or granted, either expressly or impliedly, any rights with respect to the Mark or the Registration to any other person or entity; and
 - d. There are no liens or security interests against the Mark or the Registration; and
 - e. ASSIGNOR has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - f. Execution of this Assignment and performance of ASSIGNOR's obligations hereunder shall not violate or conflict with any other agreement to which ASSIGNOR is a party or provision of ASSIGNOR's Certificate of Incorporation or By-laws.

(v) ASSIGNOR agrees that it will execute all documents, papers, forms and authorization and take all other actions that may be reasonably necessary for securing, completing, or vesting in ASSIGNEE full right, title and interest in the Mark and the Registration.

(vi) This Agreement constitutes the full, entire and integrated agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, correspondence, understandings, and agreements among the parties hereto respecting the subject matter hereof.

(vii) This Agreement shall be binding upon the ASSIGNOR and its heirs, personal and legal representatives, successors, officers, directors, agents, employees, and shareholders. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies, obligations or liabilities.

(viii) This Agreement shall be construed and interpreted in accordance with the laws of the State of California. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties agree that such action shall be brought in the courts of the state of California, and the parties hereby submit to the jurisdiction of said courts.


(ix) The signatories of this Agreement represent that they are fully authorized and legally competent to execute this Agreement.


(x) This Agreement shall be effective as of the date of payment of \$30,000 from ASSIGNEE to ASSIGNOR.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed below by their duly authorized representatives indicating acceptance of the terms and conditions herein.

FAUST MARKETING GROUP, LLC

WCC IP HOLDINGS, LLC

By: 

DocuSigned by:
By: 
565981844E8848A

Name: Charles Magy

Name: Logan Wasserman

Title: CEO



Title: Co-President

Date: 9/21/16

Date: 9/28/2016

EXHIBIT A

SCHEDULE A

Trademark


BHOMB

SCHEDULE B

Trademark	Goods	Registration Date	Registration No.
BHOMB	Cl. 25 Clothing, namely, t-shirts	December 16, 2014	4,657,860