

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431634

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|---|--|-----------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HDDC HOLDINGS, LLC | | 06/01/2017 | Limited Liability Company: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | DB INNOVATION INC. | | |
| Street Address: | 77 WEST WASHINGTON STREET | | |
| Internal Address: | SUITE 800 | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60602 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4608616 | DOUBLE BARREL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3127247395 | | |
| <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: | 3127248874 | | |
| Email: | ZFLENER@FLENERIPLAW.COM | | |
| Correspondent Name: | FLENER IP LAW | | |
| Address Line 1: | 77 WEST WASHINGTON STREET, SUITE 800 | | |
| Address Line 2: | Suite 800 | | |
| Address Line 4: | CHICAGO, ILLINOIS 60602 | | |
| NAME OF SUBMITTER: | ZAREEFA B. FLENER | | |
| SIGNATURE: | /zareefabflener/ | | |
| DATE SIGNED: | 06/16/2017 | | |
| Total Attachments: 5 | | | |
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**TRADEMARK PURCHASE AND
ASSIGNMENT AGREEMENT**

THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT (this "Agreement"), dated June 1, 2017, is made and entered into by and among HDDC Holdings, LLC, a Nevada limited liability corporation on behalf of itself and all of its controlled affiliates ("Assignor"), on the one hand, and DB Innovation Inc., a Delaware corporation ("Assignee"), on the other hand.

WITNESSETH:

WHEREAS, Assignor owns of all right, title and interest in and to the Mark (as such term is defined herein);

WHEREAS, the Assignor desires to sell and assign to Assignee and Assignee wishes to purchase and obtain Assignor's entire right, title and interest in and to the Mark;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. Assignor Mark. Assignor hereby irrevocably assigns all of its right, title and interest in the trademarks identified and set forth on Schedule A attached hereto and incorporated herewith (collectively, the "Mark"), including but not limited to, all Common Law rights Assignor may have to the Mark, to Assignee. Assignor acknowledges that, following such assignment, the Assignee shall be the owner of all right, title and interest in and to the Mark. Assignee will record the assignment as it deems necessary and at its sole expense. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or register this assignment with the proper state and local regulatory agencies and authorities.
 - 1.1 Assignor acknowledges that the Mark include, without limitation, all rights to use, modify and exploit the Mark; the right to exclude others from using any and all of the Mark; the right to license, assign, convey, and pledge any of the Mark to others; the right to sue others and to collect damages for past, present and future infringements of any of the Mark; the right to create derivatives of the Mark and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect rights in the Mark.
 - 1.2 Assignor acknowledges that the Assignor is the owner of all right, title and interest in and to the Mark set forth on Schedule A and that such Mark is free and clear of any security interest or other lien or encumbrance of any kind.
 - 1.3 Assignor represents, warrants and covenants that the transfer by Assignor to the Assignee as contemplated hereby shall transfer to Assignee good and marketable title to the Mark.
 - 1.4 Assignor acknowledges that the assignment of the Mark to Assignor shall not result in the breach of any agreement to which the Assignor is a party, nor will such assignment result in the breach of any federal or state law and that no consent is required in connection with the transfer contemplated by this Agreement. Assignor shall not at any time do, or knowingly permit to be done, any act or thing that would impair the rights of the Assignee in and to the Mark or adversely affect the validity of the Mark.

2. Consideration. The aggregate consideration payable by the Assignee for the assignment of the Mark shall be in an amount equal to \$50,000 (the "Purchase Price") payable in U.S. dollars upon the execution of this Agreement.
3. Notices. All notices, consents or other communications related to this Agreement or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the following mailing addresses:

Assignor:
HDDC Holdings, LLC
550 West C street
Suite 2040
San Diego, CA 92101

Attn: Mr. Michael Llamas


Assignee:
DB Innovation Inc.
77 West Washington Street
Suite 800
Chicago, IL 60602
Attn: Zareefa B. Fiener, Fiener IP Law

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of sending.


4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any of the conflicts of law principles that would result in the application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.
5. Modification of Agreement and Waiver. This Agreement may not be amended except by a writing executed by the parties hereto.
6. Entire Agreement. This Agreement represents the entire agreement of the parties relating to the matters described in this Agreement, and no prior representations or agreements, whether written or oral, shall be binding on any party unless incorporated into this Agreement or agreed to by the party in a writing signed by the party on or after the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

HDDC HOLDINGS, LLC

By: 
Name: Michael Llamas
Title: Member

DB INNOVATION INC.

By: 
Name: THOMAS FORNARELLI
Title: Chief Operating Officer

SCHEDULE A
The "Mark(s)"

1. Double Barrel (U.S. Serial Number 86120411, Reg. no. 4608616) and all Common Law rights to the mark Double Barrel.

SCHEDULE B
The Assignment

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

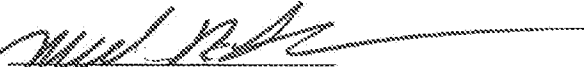
WHEREAS, HDDC Holdings, LLC, a Nevada limited liability company ("Assignor") owns the right, title and interest in and to the federal trademark registration of the Trademark identified in Schedule A hereto (the "Mark") and specifically U.S. Trademark Registration no. 4608616.

WHEREAS, DB Innovation Inc., a Delaware corporation ("Assignee"), a corporation duly organized and existing under the laws of the State of Delaware, desires to acquire all right, title, and interest in and to the Trademark, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Trademark together with its goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

June 1, 2017
DATE

HDDC Holdings, LLC

By: 

Name: Michael Llamas

Title: Member