

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452956

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morgan Herron		11/06/2017	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Starship LLC		
<b>Street Address:</b>	5901 S. Eastern Avenue		
<b>City:</b>	City of Commerce		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90040		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3136608	ROCKSTAR COUTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102774730		
<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>			
<b>Phone:</b>	310-551-9306		
<b>Email:</b>	jarciniega@mwe.com		
<b>Correspondent Name:</b>	Jorge Arciniega, McDermott Will & Emery		
<b>Address Line 1:</b>	2049 Century Park East, Suite 3800		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067-3218		
<b>ATTORNEY DOCKET NUMBER:</b>	102699-0026		
<b>NAME OF SUBMITTER:</b>	Jorge Arciniega		
<b>SIGNATURE:</b>	/Jorge Arciniega/		
<b>DATE SIGNED:</b>	12/01/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**"), effective as of November 6, 2017 (the "**Effective Date**"), is by and between Starship LLC, a limited liability company organized under the laws of California ("**Assignee**") and Morgan Herron, an individual residing in Illinois ("**Assignor**") and together with Assignee referred to hereinafter collectively as the "**Parties**" and each as a "**Party**").

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. **Assignment.** Assignor hereby assigns and transfers exclusively to Assignee all right, title and interest of Assignor throughout the world in perpetuity in and to the trademark identified in Attachment A hereto (the "**Mark**"), together with (i) all goodwill of the business symbolized by or associated with the Mark, (ii) all existing United States (federal and state) applications and registrations for the Mark as identified in Attachment A hereto and all extensions and renewals thereof, (iii) the right to sue or make claims for any past, present or future infringement, misappropriation or unauthorized use of any of the Mark, (iv) the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect to any of the Mark, including, without limitation, damages for any past, present or future infringement, misappropriation or unauthorized use of any of the Mark, and (v) all other corresponding rights in and to the Mark that are or may be secured under the laws of the United States (federal or state), now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and licensees, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. **Further Action.** To effectuate this Assignment, Assignee will be entitled to record this Assignment with the United States Patent and Trademark Office, and Assignor will provide reasonable assistance to Assignee in this regard.

3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the federal trademark law of the United States and the laws of the State of California, without giving effect to any choice of law or conflicting provision or rule (whether of the State of California or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of California.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties as of the Effective Date.

**Assignee:**

STARSHIP LLC

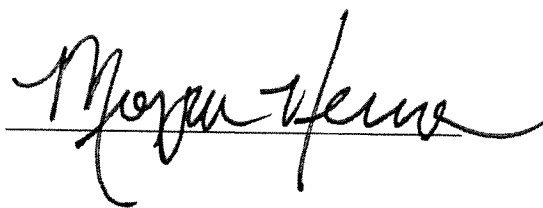
By: \_\_\_\_\_

Name: Frank Mechaly

Title: Member

**Assignor:**

Morgan Herron

A handwritten signature in cursive script, appearing to read "Morgan Herron", is written over a horizontal line.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties as of the Effective Date.

**Assignee:**

STARSHIP LLC

By: 

Name: Frank Mechaly

Title: Member

**Assignor:**

Morgan Herron

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Attachment A

ROCKSTAR COUTURE, U.S. Registration No. 3136608

DM\_US 86499712-1.102699.0012

**RECORDED: 12/01/2017**

**TRADEMARK  
REEL: 006218 FRAME: 0703**