

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matthew Berger		10/10/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	BK BRANDS LLC		
Street Address:	5333 MCCONNELL AVE.		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90066		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87092848	BUBBA KUSH BRAND	
Serial Number:	86619939	BUBBA KUSH BRAND	
Serial Number:	86619949		
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		
Address Line 2:	Suite 800		
Address Line 4:	CHICAGO, ILLINOIS 60602		
NAME OF SUBMITTER:	ZAREEFA B. FLENER		
SIGNATURE:	/zareefabflener/		
DATE SIGNED:	12/05/2017		
Total Attachments: 5			
source=BK Brands LLC Operating Agreement EXECUTED 10-6-17#page27.tif			
source=BK Brands LLC Operating Agreement EXECUTED 10-6-17#page28.tif			
source=BK Brands LLC Operating Agreement EXECUTED 10-6-17#page29.tif			

OP \$90.00 87092848

source=BK Brands LLC Operating Agreement EXECUTED 10-6-17#page30.tif

source=BK Brands LLC Operating Agreement EXECUTED 10-6-17#page31.tif

**TRADEMARK PURCHASE AND
ASSIGNMENT AGREEMENT**

THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT (this "Agreement"), dated 10/10/2017 is made and entered into by and among **Matthew L. Berger**, with an address at 755 East 19th Ave., Suite 112, Denver CO 80203, on the one hand ("Assignor"), and **BK Brands, LLC**, with an address at 5335 McConnell Ave., Los Angeles, CA 90066 a Delaware corporation ("Assignee"), on the other hand.

WITNESSETH:

WHEREAS, Assignor owns of all right, title and interest in and to the Marks (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 Marks;

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

1. Assignor Marks. 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 "Marks") together with their goodwill of the business represented and symbolized thereby with all rights to any and all causes of action, to Assignee. Assignor acknowledges that, following such assignment, the Assignee shall be the owner of all right, title and interest in and to the Marks. Assignor will execute the Assignment attached hereto as Schedule B, and 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 Marks include, without limitation, all rights to use, modify and exploit the Marks; the right to exclude others from using any and all of the Marks; the right to license, assign, convey, and pledge any of the Marks to others; the right to sue others and to collect damages for past, present and future infringements of any of the Marks; the right to create derivatives of the Marks and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect rights in the Marks.
 - 1.2 Assignor acknowledges that the Assignor is the owner of all right, title and interest in and to the Marks set forth on Schedule A and that such Marks are free and clear of any security interest or other lien or encumbrance of any kind.
 - 1.3 Assignor represents, warrants and covenants that the Marks and their registrations (or impending registrations) do not violate any federal or state law, rule, or regulation, and that the transfer by Assignor to the Assignee as contemplated hereby shall transfer to Assignee good and marketable title to the Marks.
 - 1.4 Assignor acknowledges that the assignment of the Marks 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 Marks or adversely affect the value or validity of the Marks, or use any confusingly similar trademarks to the Marks with any goods or services.

2. Consideration. The aggregate consideration payable by the Assignee for the assignment of the Marks shall be in an amount equal to \$10 (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:

Matthew L. Berger
755 East 19th Ave.
Suite 112
Denver CO 80203

Assignee:

BK Brands, LLC
5335 McConnell Ave.
Los Angeles, CA 90066

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 Delaware, 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.

Matthew L. Berger

DocuSigned by:
Matthew Berger
By: _____
Name: MATTHEW L. BERGER

BK Brands, LLC

DocuSigned by:
Jeremy Green
By: _____
Name: JEREMY GREEN
Title: MANAGING MEMBER

SCHEDULE A
The "Marks"

- **U.S. Serial No. 87092848, mark: BUBBA KUSH BRAND**
- **U.S. Serial No. 86619939, mark: BUBBA KUSH BRAND**
- **U.S. Serial No. 86619949 (now Reg. No. 5,291,477), mark: Miscellaneous Design**

**SCHEDULE B
The Assignment**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, Matthew L. Berger, individually ("Assignor") owns the right, title and interest in and to the federal trademark applications and/or registrations identified in Schedule A hereto (the "Marks") and specifically U.S. Trademark Serial nos. 87092848, 86619939 and 86619949 now Reg. No. 5,291,477.

WHEREAS, BK Brands, LLC 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 Marks, the applications and 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 Marks together with their goodwill of the business represented and symbolized thereby with all rights to any and all causes of action.

10/10/2017

DATE

DocuSigned by:
Matthew Berger
By: _____
16328A34E0324A3...

Matthew L. Berger