

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Faze Apparel, LLC		04/01/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FaZe Clan, Inc.		
Street Address:	1800 Vine Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87520638	FAZE	
Registration Number:	4550118	FAZE	
Registration Number:	3680738	F.A.Z.E.	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<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:	2127686747		
Email:	trademarks.us@dentons.com, mary.mathew@dentons.com, kate.mcmorrow@dentons.com, laura.greene@dentons.com		
Correspondent Name:	Mary S. Mathew		
Address Line 1:	P. O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
NAME OF SUBMITTER:	Mary S. Mathew		
SIGNATURE:	/Mary S. Mathew/		
DATE SIGNED:	04/09/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is made as of the last date signed below (the "*Effective Date*") by and between Faze Apparel, LLC, a limited liability company organized and existing under the laws of the State of California, with an address of 3236 21st Street, San Francisco, CA 94110 ("*Assignor*"), and FaZe Clan, Inc., a limited liability company organized and existing under the laws of the State of Delaware, with an address of 1800 Vine Street, Los Angeles, CA 90028 ("*Assignee*").

RECITALS

Assignor wishes to assign all of Assignor's right, title and interest in and to the following Trademarks:

Mark: **FAZE**
Country: United States
Serial No.: 87/520,638
Filing Date: July 8, 2017
Classes: 9, 14, 16, 18, 21, 25, 26, 35

Mark: **FAZE**
Country: United States
Reg. No.: 4,550,118
Reg. Date: June 17, 2014
Class: 25



Mark:
Country:
try: United States
Reg. No.: 3,680,738
Reg. Date: September 8, 2009
Class: 25

including all national, state and foreign registrations, applications for registration and renewals and extensions thereof, all common law rights and goodwill related thereto, along with all right, title, interest, benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (the "*Trademarks*"), to Assignee in accordance with the provisions of this Agreement, and Assignee wishes to accept such assignment.

This Agreement is being entered into pursuant to the agreement dated March 19, 2019, between the Assignor and Assignee, which shall remain in effect and the validity of which both Assignor and Assignee recognize.

AGREEMENT

In consideration of the foregoing and pursuant to the agreement between the parties entered on March 19, 2019, Assignor and Assignee, each intending to be legally bound, agree as follows:

1. Assignor hereby irrevocably transfers, conveys and assigns all of its right, title, and interest in and to the Trademarks, and all goodwill associated therewith, to Assignee, and Assignor agrees not to challenge the validity of Assignee's ownership in or use of the Trademarks at any time from and after the Effective Date.

2. Assignor hereby acknowledges and agrees that from and after the Effective Date, Assignee will be the sole and exclusive owner of the Trademarks, including all rights to enforce the Trademarks and to obtain past, present and future damages resulting from such enforcement. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any other corresponding entity or agency in any applicable state or federal jurisdiction, as applicable, to record Assignee as the assignee and owner of the Trademarks.

3. Assignor will take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including but not limited to the execution and delivery of truthful affidavits, declarations, oaths, exhibits, assignments, or other documentation), reasonably requested by Assignee to effectuate this Agreement at the expense of Assignee, including but not limited to cooperation and assistance with: (a) the preparation and prosecution of any applications for registration, or any applications for renewal, relating to the rights assigned herein; and (b) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world. Assignor expressly agrees that if Assignee makes a request for assistance as contemplated by this Section 3, but Assignor does not respond within 10 business days, Assignee shall have—and Assignor hereby irrevocably grants—power of attorney (including but not limited to power of attorney to execute legal documents on Assignor's behalf) to Assignee to perform all actions contemplated by this Section 3.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. A party may deliver this Agreement by transmitting a facsimile or other electronic signature of this Agreement signed by such party to the other party, which facsimile or other electronic signature shall be deemed an original for all purposes.

5. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding anything to the contrary in this Agreement, each party shall retain all its rights and remedies under the agreement between the parties dated March 19, 2019.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of choice of law or conflicts of law. Any action to enforce this Agreement shall be brought in the United States District Court for the Central District of California (or, if that court or a higher federal court declares that it lacks subject matter jurisdiction, a California State Court in Los Angeles County, California). The parties hereby waive any defenses based on personal jurisdiction and venue in the United States District Court for the Central District of California.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 006613 FRAME: 0627

IN WITNESS WHEREOF, the parties hereto have caused **this** Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

FAZE APPAREL, LLC

FAZE CLAN, INC.

By: 

By: _____

Name: Herbert Garcia

Name: _____

Title: Co-owner/Designer

Title: _____

Date: 4.1.19

Date: _____

By: 

Name: Johnny Travis

Title: Co-owner/Head of Marketing

Date: 4.1.19

Signatures Page to Trademark Assignment Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

FAZE APPAREL, LLC

FAZE CLAN, INC.

By: _____

By: PKS

Name: _____

Name: Public Goods

Title: _____

Title: Chief Legal Officer

Date: _____

Date: 4/1/19

By: _____

Name: _____

Title: _____

Date: _____

Signature Page to Trademark Assignment Agreement