

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520672

| | | | |
|---|--|-----------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sovereign Brands, LLC | | 04/22/2019 | Limited Liability Company: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Violet Fog International LLC | | |
| Street Address: | 81 Greene Street, 2nd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10012 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87385257 | X.X.I. MCQUEEN AND THE VIOLET FOG | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4072445690 | | |
| <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: | 407-843-8880 | | |
| Email: | ipteam@gray-robinson.com | | |
| Correspondent Name: | Thomas C. McThenia, Jr./GrayRobinson PA | | |
| Address Line 1: | 301 East Pine Street, Suite 1400 | | |
| Address Line 4: | Orlando, FLORIDA 32801 | | |
| ATTORNEY DOCKET NUMBER: | 120700-9 | | |
| NAME OF SUBMITTER: | Thomas C. McThenia, Jr. | | |
| SIGNATURE: | /thomas c. mcthenia, jr/ | | |
| DATE SIGNED: | 04/24/2019 | | |
| Total Attachments: 3 | | | |
| source=SB to VFI no. 2#page1.tif | | | |
| source=SB to VFI no. 2#page2.tif | | | |
| source=SB to VFI no. 2#page3.tif | | | |

OP \$40.00 87385257

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**"), is made and agreed to as of this 2nd day of April, 2012, by and between Sovereign Brands, LLC, a New York limited liability company having a principal place of business of 81 Greene Street, New York, New York, 10012, ("**Assignor**") and Violet Fog International LLC, a Delaware limited liability company having a principal place of business at 81 Greene Street, 2nd Floor, New York, New York, 10012 ("**Assignee**").

WHEREAS, Assignor is the Owner of the certain trademarks, including a pending trademark application in the United States Patent and Trademark Office identified in Appendix 1 ("**Trademark**"), attached to and incorporated by reference into this Assignment, and the related trademark rights and goodwill;

WHEREAS, Assignee is desirous of acquiring the ownership of the Trademark including any goodwill associated with the Trademark; and

WHEREAS, Assignor desires to assign its rights in the Trademark, including any goodwill, to Assignee.

NOW, THEREFORE, for good and valuable consideration (in the amount of ten (\$10.00) dollars), the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment of Trademarks.** Assignor does hereby sell, transfer, assign and deliver unto Assignee, all right, title and interest in and to the Trademark and the goodwill of the Trademark in the business connected with and symbolized by the Trademark and trademark application including the right to bring any and all claims for infringement of the Trademark which claims arose, or are in any way based on acts that occurred, prior to the date of this Assignment and all rights to damages or profits, due or accrued, arising out of infringement of such Trademark or injury to said goodwill occurring after the date hereof and the right to sue for and receive the same in the Assignee's own name.
2. **Effectuate Transfer.** Assignor agrees to reasonably cooperate with Assignee and to follow Assignee's reasonable instructions and to take all actions and to do all things necessary and proper in order to effectuate the transfer of the Trademark including but not limited to, recording of said assignment in a timely manner with the United States Patent and Trademark Office.

3. **Authorization.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the Trademark.
4. **Governing Law.** This Assignment will be construed in accordance with and governed by the laws of the state of Delaware, without giving effect to the conflict of law principles.
5. **Severability.** In the event that any provision of this Assignment is held to be unenforceable under applicable law, this Assignment will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

IN WITNESS WHEREOF, this Assignment has been executed on behalf of Assignor by its duly authorized officer on the date first written above.

"Assignor"

Sovereign Brands LLC
By: [Signature]
Name: N BISH DENNY
Title: CEO

APPENDIX 1

| Trademark | Status | Serial Number | Filing Date | International Class |
|--------------------------------------|---------------|--------------------------|--------------------|--------------------------------|
| X.X.I. McQueen and the Violet Fog | Pending | 87385257 | March 24, 2017 | 33-Gin |