

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540336

<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>
BK Brands LLC		05/07/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Matthew L. Berger		
<b>Street Address:</b>	755 East 19th Avenue, Suite 112		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80203		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87092848	BUBBA KUSH BRAND	
<b>Serial Number:</b>	86619939	BUBBA KUSH BRAND	
<b>Serial Number:</b>	86619949		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	pnettnin@fleneriplaw.com		
<b>Correspondent Name:</b>	Paige Nettnin		
<b>Address Line 1:</b>	77 West Washington Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>NAME OF SUBMITTER:</b>	Zareefa B. Flener		
<b>SIGNATURE:</b>	/zareefabflener/		
<b>DATE SIGNED:</b>	09/11/2019		
<b>Total Attachments: 10</b>			
source=2019-9-10 Matthew Berger Reassignment Documents#page1.tif			
source=2019-9-10 Matthew Berger Reassignment Documents#page2.tif			
source=2019-9-10 Matthew Berger Reassignment Documents#page3.tif			
source=2019-9-10 Matthew Berger Reassignment Documents#page4.tif			
source=2019-9-10 Matthew Berger Reassignment Documents#page5.tif			

OP \$90.00 87092848

source=2019-9-10 Matthew Berger Reassignment Documents#page6.tif  
source=2019-9-10 Matthew Berger Reassignment Documents#page7.tif  
source=2019-9-10 Matthew Berger Reassignment Documents#page8.tif  
source=2019-9-10 Matthew Berger Reassignment Documents#page9.tif  
source=2019-9-10 Matthew Berger Reassignment Documents#page10.tif



September 10, 2019

Director of the United States Patent and Trademark Office  
Assignment Recordation Branch  
P. O. Box 1450, Alexandria VA 22313-1450

Re: Reassignment of Applications and Registered Trademarks  
Serial Nos. 87092848, 86619939 and 86619949

Dear Director:

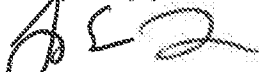
Pursuant to Section <sup>3.2</sup>~~3.3~~ of the Dissolution Agreement of BK Brands, LLC dated May 7, 2018, attached as Exhibit A, the ownership of the following Trademarks,

BUBBA KUSH BRAND, Serial Number ~~8704929~~ 87092848  
BUBBA KUSH BRAND, Serial Number 86619939  
[Design Mark], Serial Number 86619949,

reverted to Matthew L. Berger (original owner). Please refer to Section <sup>3.2</sup>~~3.3~~ as evidence that these Marks have been reassigned by operation of the Dissolution Agreement from BK Brands, LLC to Matthew Berger (original owner). The original Assignment for these trademarks dated October 180, 2017 (attached as Exhibit B) was voided by operation of the Dissolution Agreement. Therefore, we request that the marks be reassigned from BK Brands, LLC to Matthew L. Berger (original owner and assignee), of 755 East 19<sup>th</sup> Avenue, Suite 112, Denver CO 80203.

I am available at [jjudge@fleneriplaw.com](mailto:jjudge@fleneriplaw.com) or 312-203-5649 if you need further clarification.

Very truly yours,



James E. Judge

Flener IP & Business Law  
77 West Washington Street, Suite 800, Chicago IL 60602  
+1-312-724-8874 (p), +1-312-7247395 (f), [www.fleneriplaw.com](http://www.fleneriplaw.com)

TRADEMARK  
REEL: 006751 FRAME: 0247

**EXHIBIT A**

Dissolution Agreement dated May 7, 2018

## DISSOLUTION AGREEMENT

**THIS DISSOLUTION AGREEMENT** (the "Agreement") is entered into effective as of the XX day of May 2018, by and among BK BRANDS LLC, a Delaware limited liability company (the "Company"), and the Persons listed in Exhibit A (The "Members"), which hold a combined sixty-six and two thirds unit percentage of the Company. The Company and the Members are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Members have entered into that certain Limited Liability Company Agreement of BK BRANDS LLC dated as of October 10, 2017, (the "LLC Agreement"); and

WHEREAS, pursuant to the LLC Agreement, the Parties thereto have agreed to terminate the relationships contemplated by the LLC Agreement and dissolve the Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

1. Defined Terms. Defined terms used in this Agreement without definition have the meanings given to such terms in the LLC Agreement. In addition, the following defined terms have the following meanings:

"Agreement" means this Dissolution Agreement, including the recitals and premises and any exhibits and schedules hereto, as in effect from time to time.

"Control(s)(ed)(ing)" mean, as applied to a referenced Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract or otherwise.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended (6 Del. C. § 18-101, et seq.).

"Person" means any individual, partnership, limited liability company, corporation, trust or other entity.

"Related Agreements" means each of the LLC Agreement, the Trademark Purchase and Assignment Agreement, and any other agreement among the Company, or any of the Members which specifies that it is a Related Agreement for purposes of the LLC Agreement or this Agreement.

2. Termination and Dissolution.

2.1. Termination of LLC Agreement. BK BRANDS LLC and its Members hereby elect to dissolve the Company pursuant to Article 10.1(c) of the LLC Agreement.

2.2. Dissolution Process. The Parties agree that the Company shall be liquidated and dissolved in accordance with Article 10.02 of the LLC Agreement and the Delaware Act. The dissolution will be effected by the Members, which will remain in place until the dissolution is complete. The Members will prepare or cause to be prepared and furnish to each Member the statement setting forth assets and liabilities of the Company and the manner in which the Company Property was liquidated and distributed, in accordance with Article 10.02 of the LLC Agreement.

2.3. Property and Investments of Members. All property and investments of the Members shall be returned to the respective Members to the extent possible. All ownership interests in property held by respective members that were transferred, sold, or otherwise assigned during the term of the LLC Agreement and all other Related Agreements shall revert back to their previous ownership, and the Parties agree to executed any document required by law or agreement to effectuate transfer of these ownership interests.

3. Intellectual Property and Work Product.

3.1. Company Developed IP. The Parties agree that no Company Intellectual Property has been developed.



3.2. Trademark Purchase and Assignment Agreement. The Parties acknowledge that the Trademark Purchase and Assignment agreement is hereby terminated pursuant to Section 5 of Trademark Purchase and Assignment Agreement. All trademarks or other intellectual property that was conveyed in the Trademark Purchase and Assignment Agreement shall be conveyed to the original assignor, Matthew L. Berger.

3.3. Work Product. If, after the dissolution is complete pursuant to the terms of Section 2.2 above, either Party identifies any work product that was created for the benefit of the Company that may be of interest to such Party, then the Party identifying such work product shall notify the other Party within a reasonable period of time thereafter of its interest in such work product. The Parties shall endeavor in good faith to agree on reasonable terms whereby the requesting Party may use all or a portion of such work product in the future consistent with this Agreement and the surviving provisions of the Related Agreements.

4. Releases.

4.1. Release of Parties. Each of the Parties, both for itself and for its Affiliates, and any successors and assigns of any of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby fully and completely forever release and discharge one another from any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, expenses, executions, affirmative defenses, demands and other obligations or liabilities whatsoever, in law or equity, whether known or unknown, fixed or contingent, which any of the Parties ever had, now have or may have against one another, based on or arising out of any matter, cause, act or omission whatsoever, occurring or existing at any time up to and including the date hereof; provided, however, that the foregoing shall not release any Person from (a) any obligation of such Person under any provision of this Agreement arising on or after the date hereof, including any liabilities assumed by such Person thereunder or to be settled by such Person as provided in accordance with the provisions of this Agreement, and (b) any obligation of such Person under any provision of any of the Related Agreements arising on or after the date of this Agreement.

5. Expenses

Each of the Parties hereby shall be responsible for their own fees and expenses incurred in connection with the consummation of the transactions contemplated by this Agreement, including fees and expenses of their respective accounting, financial, legal and other advisors.

6. Liquidating Distributions

The Members shall wind up the affairs of the Company. Upon the winding up and termination of the Company in accordance with the Act, the assets of the Company shall be distributed in the following order:

- (a) first, to the payment of the debts and liabilities of the Company (including debts and liabilities of the Company to any Member) and the expenses of liquidation;
- (b) second, to the creation of any reserves which the Members, in their sole discretion, determine are reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Company or the Members (to the extent the Company is liable therefor) arising out of or in connection with the business and operation of the Company;

- (c) third, to the Members on a pari passu basis in proportion to their respective Unit Percentages.

7. Accounting and Reserves

The manager shall identify an independent accountant to complete the Final Statement. The manager shall provide all financial information to an independent accountant. The reserves will be based on the current account and assets of the Company. The members each have one option to veto the selection of the independent accountant and submit an alternative. The Manager will provide the name and contact information of the independent accountant to each of the members.

8. Final Statement

Within a reasonable time following the completion of the liquidation of Company Property, the independent accountants shall supply to each of the Members a statement reviewed by the Company's independent accountants which shall set forth the assets and liabilities of the Company as of the date of complete liquidation, each Member's and Unit holder's pro rata portion of distributions pursuant to Section **LIQUIDATING DISTRIBUTIONS** and the amount of cash reserves maintained pursuant to Section **LIQUIDATING DISTRIBUTIONS**.

9. Company Assets Only

Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for all distributions with respect to the Company, its Initial and Additional Capital Contributions thereto and share of profits or losses thereof, and shall have no recourse therefor (upon dissolution or otherwise) against any other Member. No Member shall have any right to demand or receive property other than cash upon dissolution and termination of the Company.

10. Certificate of Dissolution

Upon the dissolution and the completion of the winding up of the Company, the Company shall terminate and the Manager shall execute and file in the office of the Delaware Secretary of State a Certificate of Dissolution as well as any and all other documents required to effectuate the dissolution and termination of the Company.

11. Disclosures and Publicity

The Parties hereby agree that all public disclosures concerning the parties or transactions contemplated by this Agreement and the Related Agreements, such as press releases or written information distributed to financial intermediaries, shall require unanimous prior approval of the Members. However, to the extent any Party determines in the exercise of its good faith judgment that any such disclosure is required by law, such Party shall be entitled after notice to the other Parties to make such disclosure even if it has not obtained such approval.

12. Miscellaneous

12.1. Entire Agreement. This Agreement, together with those provisions of the Related Agreements that survive the execution and delivery of this Agreement, constitute the entire agreement among the Parties with respect to the subject matter hereof and merges and replace all prior negotiations, discussions, offers, representations, warranties, covenants, and agreements of the Parties in respect of such subject matter.

12.2. Amendment; Waiver. This Agreement may be amended only by a written instrument signed by all of the Parties. The failure of any Party to insist on one or more occasion upon strict performance by the other Party of any of its obligations hereunder shall not constitute a waiver, release, or amendment of such Party's right to insist upon strict performance of such obligations on future occasions.

12.3. Notices. Notices to any of the Parties pursuant to, or in connection with, this Agreement shall be given in accordance with the notice provisions provided by the LLC Agreement.

12.4. Governing Law, Etc. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws, including all legal and equitable relief, without regard to its conflict of laws rules.

12.5. Waiver of Certain Damages. EACH OF THE PARTIES HERETO TO THE FULLEST EXTENT PERMITTED BY LAW IRREVOCABLY WAIVES ANY RIGHTS THAT IT MAY HAVE TO PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES IN RESPECT OF ANY LITIGATION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY OF THE RELATED AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF ANY OF THEM RELATING THERETO.

12.6. Sections and Section Headings. The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.

12.7. Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor the obligations of any Party hereunder shall be assignable or transferable by such Party without the prior written consent of the other Parties hereto.

12.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party.

12.10. Severability. The invalidity or unenforceability of any particular provision of this Agreement or any Related Agreement shall not affect the other provisions hereof or thereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted from such agreement.

**13. Execution of Agreement**

This Agreement may be executed by DocuSign and is not complete nor enforceable until 667 of the 1000 membership units has signed and "Accept".

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

**MEMBERS**

DocuSigned by:

*Jeremy Green*

5/7/2018 5:55:38 AM PDT

Avanzato Technology Corp.  
By its COO Jeremy Green

*DeAnnon Paonessa*

Prospect Bubba Kush, LLC,  
a Delaware limited liability company  
By: DeAnnon Paonessa, Managing Member

DocuSigned by:

*Matt Berger*

5/3/2018

Matt Berger

Paul Holbert

DocuSigned by:

*Lane Phillips*

5/3/2018

Lane Phillips

**EXHIBIT A****MEMBERSHIP UNITS OF BK BRANDS, LLC**

<b>Member</b>	<b>Common Units</b>	<b>Unit Percentage (Fully Diluted)</b>
Avanzato Technology Corp.	240	24.00%
Prospect Bubba Kush, LLC	290	29.00%
Matt Berger	215	21.50%
Paul Holbert	215	21.50%
Lane Phillips	40	4.00%
<b>TOTALS</b>	<b>1000</b>	<b>100.00%</b>

**EXHIBIT B**

Trademark Assignment dated October 10, 2017

**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: \_\_\_\_\_

Matthew L. Berger