

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543332

|   |   |                       |                       |
|---|---|-----------------------|-----------------------|
| <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>    |
| Cloak Brands, Inc.  |   | 05/01/2019            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                       |
| <b>Name:</b>  | Cloak Brands, LLC   |                       |                       |
| <b>Street Address:</b>  | c/o Ryan Pastorek, Hansen Jacobson et al., 450 North Roxbury Drive, 8th Floor |                       |                       |
| <b>City:</b>  | Beverly Hills   |                       |                       |
| <b>State/Country:</b>   | CALIFORNIA  |                       |                       |
| <b>Postal Code:</b>   | 90210   |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE   |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                       |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 88042602  | C CLOAK               |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                       |
| <b>Fax Number:</b>  | 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> |   |                       |                       |
| <b>Phone:</b>   | 212-768-5367  |                       |                       |
| <b>Email:</b>   | trademarks.us@dentons.com   |                       |                       |
| <b>Correspondent Name:</b>  | Monica B. Richman   |                       |                       |
| <b>Address Line 1:</b>  | P.O. Box #061080  |                       |                       |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60606-1080  |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Francesca M. Witzburg   |                       |                       |
| <b>SIGNATURE:</b>   | /fmw/   |                       |                       |
| <b>DATE SIGNED:</b>   | 10/01/2019  |                       |                       |
| <b>Total Attachments: 3</b>   |   |                       |                       |
| source=Executed - US-C Cloak ITU Assignment US.DOCX 1901849_v1 (002)#page1.tif  |   |                       |                       |
| source=Executed - US-C Cloak ITU Assignment US.DOCX 1901849_v1 (002)#page2.tif  |   |                       |                       |
| source=Executed - US-C Cloak ITU Assignment US.DOCX 1901849_v1 (002)#page3.tif  |   |                       |                       |

OP \$40.00 88042602

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment Agreement”), effective as of May 1, 2019 (the “Effective Date”) is made and entered into by and between Cloak Brands, Inc., a Delaware corporation, located at c/o Ryan Pastorek, Hansen Jacobson et al., 450 North Roxbury Drive, 8th Floor, Beverly Hills, California 90210 (“ASSIGNOR”), and Cloak Brands, LLC, a Delaware limited liability company, located at c/o Ryan Pastorek, Hansen Jacobson et al., 450 North Roxbury Drive, 8th Floor, Beverly Hills, California 90210 (“ASSIGNEE”).

WHEREAS, ASSIGNOR is the owner of the applications and/ or registrations identified in Schedule A (the “Trademark”);

WHEREAS, ASSIGNOR desires to transfer all rights, title and interest in and to the Trademark to ASSIGNEE;

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR’s rights, title and interest in and to the Trademark;

WHEREAS, ASSIGNEE is the successor to the ASSIGNOR’s entire business or portion thereof to which the Trademark pertains;

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, ASSIGNOR does hereby irrevocably sell, assign, grant and transfer to ASSIGNEE, its entire worldwide right, title and interest in and to the Trademark, including all common law rights, along with the goodwill of the business symbolized by the Trademark, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made, as assignee of its entire right, title and interest therein, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment Agreement. The Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment Agreement, and to issue or transfer the said trademark record(s) to the ASSIGNEE as owner of all right, title and interest therein, or otherwise as the ASSIGNEE may direct, in accordance with the terms of this Assignment Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed by their representatives as indicated below.

ASSIGNOR:

Cloak Brands, Inc.

By: DocuSigned by:  
Ben Curtis  
DD187871AD0046C...

Name: Ben Curtis

Title: President / CEO

ASSIGNEE:

Cloak Brands, LLC

By: DocuSigned by:  
Ben Curtis  
DD187871AD0046C...

Name: Ben Curtis

Title: President / CEO

United States- ITU

**SCHEDULE A**

| Trademark             | Application Number | Filing Date   | Registration Number | Registration Date | Class | Territory     |
|-----------------------|--------------------|---------------|---------------------|-------------------|-------|---------------|
| C CLOAK<br>(STYLIZED) | 88/042,602         | July 18, 2018 | n/a                 | n/a               | 25    | United States |