

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546444

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                                     |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| <b>SEQUENCE:</b>             | 3  |

## CONVEYING PARTY DATA

| Name            | Formerly | Execution Date | Entity Type                              |
|-----------------|----------|----------------|--|
| Fam 3 Dots, LLC |          | 09/04/2019     | Limited Liability Company:<br>CALIFORNIA |

## RECEIVING PARTY DATA

|                        |                                       |
|------------------------|---------------------------------------|
| <b>Name:</b>           | FAM, LLC                              |
| <b>Street Address:</b> | 5553 Bandini Boulevard, Suite B       |
| <b>City:</b>           | Bell                                  |
| <b>State/Country:</b>  | CALIFORNIA                            |
| <b>Postal Code:</b>    | 90201                                 |
| <b>Entity Type:</b>    | Limited Liability Company: CALIFORNIA |

## PROPERTY NUMBERS Total: 10

| Property Type  | Number   | Word Mark         |
|----------------|----------|-------------------|
| Serial Number: | 86031271 | THREE DOTS MEN    |
| Serial Number: | 86031268 |                   |
| Serial Number: | 86031264 | THREE LITTLE DOTS |
| Serial Number: | 86031258 | THREE LITTLE DOTS |
| Serial Number: | 76498469 | THREE DOTS        |
| Serial Number: | 85356100 |                   |
| Serial Number: | 77283989 | THREE DOTS RED    |
| Serial Number: | 86383133 | THREE DOTS        |
| Serial Number: | 88015780 |                   |
| Serial Number: | 88150485 | THREE DOTS        |

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: trademark@raklaw.com

Correspondent Name: Irene Y. Lee

Address Line 1: 12424 Wilshire Blvd, 12th fl.

Address Line 4: Los Angeles, CALIFORNIA 90025

TRADEMARK

|                                |                |
|--------------------------------|----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 2359-63        |
| <b>NAME OF SUBMITTER:</b>      | Irene Y. Lee   |
| <b>SIGNATURE:</b>              | /Irene Y. Lee/ |
| <b>DATE SIGNED:</b>            | 10/23/2019     |

**Total Attachments: 7**

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### Assignment of Intellectual Property Rights

This Assignment of Intellectual Property Rights (this "Assignment") is effective as of September 4, 2019 by and among FAM 3 DOTS, LLC, a California limited liability company, having a place of business at 5553-B Bandini Boulevard, Bell, California 90201, United States ("Assignor") on the one hand and FAM, LLC, a California limited liability company, having a place of business at 5553-B Bandini Boulevard, Bell, California 90201, United States ("Assignee") on the other hand.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in and to the intellectual property described in Schedule A and the goodwill appertaining therefore (hereinafter, the "IP");

WHEREAS, Assignee desires to acquire Assignor's entire right, title, and interest in and to the IP and the corresponding applications and registrations, together with the goodwill of the business connected with the use of and symbolized by the IP;

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby conveys, transfers, assigns, and delivers absolutely and forever to Assignee all of Assignor's right, title, and interest, whether statutory or at common law, domestic or international, in and to the IP, together with the goodwill appertaining thereto and the business to which the IP pertains, including without limitation (i) the intellectual property rights set forth on Schedule A, (ii) any and all registered IP and previously filed applications for registration, (iii) the right to apply for new registrations for the IP, (iv) the right to prosecute, maintain, enforce, use, and otherwise exploit IP, (v) all income, royalties, damages, and any other monetary benefits due or payable to Assignor with respect to any of the IP, including without limitation, damages, and payments for any and all infringements which occurred prior to and after the Assignment, (vi) any and all rights to sue for past, present, and future infringements, misappropriations, or any other forms of violation or misuse of any of the IP, (vii) all goodwill of the business associated with the IP, and (viii) all rights in and under the IP to the fullest extent allowed by law as fully as Assignor would have held the same in the absence of this Assignment.

2. Assignor hereby requests the Commissioners of Patents and Trademarks for the U.S. Patent & Trademark Office, any other applicable trademark offices and governmental entities or registrars (including any applicable foreign or international office or registrar), to record Assignee as the owner of the IP transferred to Assignee hereunder, and to issue any and all patents, trademark registrations, copyright registrations or other IP (as applicable) transferred to Assignee hereunder to Assignee, as the assignee of the entire right, title, and interest in, to and under the same, or its successors, assigns, or other legal representatives as applicable. Upon the written request of Assignee, Assignor shall (i) use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper, or advisable to consummate and make effective the transactions contemplated by this Assignment, (ii) execute any documents, deeds, powers of attorney, assignments (including short-form assignment agreements for purposes of recordation), transfers, assurances, instruments, or conveyances of any kind which may be reasonably necessary or

advisable to convey, transfer, assign, and deliver unto and vest in Assignee title to all of Assignor's right in and to the IP, and (iii) cooperate with each other in connection with the foregoing. If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any IP as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such IP, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

3. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that this Assignment shall be legally binding upon the electronic transmission, including by facsimile or email, by each party of a signed signature page to this Assignment to the other party.

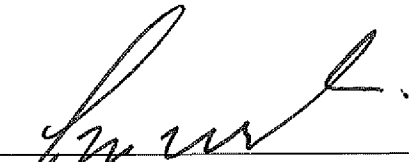
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

[Remainder of page intentionally left blank.]

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2 day of ~~September~~ <sup>October</sup> 2019.

ASSIGNOR

FAM 3 DOTS, LLC

By:   
Name Printed: Frank Zarabi  
Title: CEO  
Date: 10/2/19

STATE OF \_\_\_\_\_  
  ] ss.  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Signature

[Signature Page to IP Assignment]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles }

On 10/2/19 before me, Kelly Cortez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Frank Zarabi  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Kelly Cortez  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10 day of October 2019.

ASSIGNEE

FAM, LLC

By: John M. Spotts  
Name Printed: John Spotts  
Title: EVP of Marketing & Business Development & Licensing  
Date: 10/10/19

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

On 10/10/19, before me, JOHN W. SPOTTS, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

[SEAL]











Michael L. Kauffman  
Notary Signature



[Signature Page to IP Assignment]

**SCHEDULE A TO ASSIGNMENT**

**Trademarks**

| No. | Country        | Trademark   | International Class(es) | App. No. | Filing Date | Reg. No.  | Reg. Date  |
|-----|----------------|---|-------------------------|----------|-------------|-----------|------------|
| 1.  | Australia      | THREE DOTS  | 25                      | 989535   | 02/18/2004  | 989535    | 02/18/2004 |
| 2.  | Canada         | THREE DOTS  | 3, 9, 14, 18, 24, & 25  | 1172374  | 03/25/2003  | TMA664428 | 05/17/2006 |
| 3.  | Canada         |    | 25                      | 1176839  | 05/01/2003  | TMA734387 | 02/13/2009 |
| 4.  | European Union | THREE DOTS  | 9, 14, 18, 20, & 24     | 3111192  | 03/26/2003  | 3111192   | 09/13/2004 |
| 5.  | European Union |    | 9, 14, 18, 20, & 24     | 3111201  | 03/26/2003  | 3111201   | 09/13/2004 |
| 6.  | New Zealand    | THREE DOTS  | 25                      | 708382   | 02/19/2004  | 708382    | 03/24/2005 |
| 7.  | New Zealand    |    | 25                      | 708381   | 02/19/2004  | 708381    | 03/24/2005 |
| 8.  | United States  | THREE DOTS<br>MEN   | 25                      | 86031271 | 08/07/2013  | 4546674   | 06/10/2014 |
| 9.  | United States  | <br>  | 25                      | 86031268 | 08/07/2013  | 4536425   | 05/27/2014 |
| 10. | United States  | THREE<br>LITTLE DOTS  | 25                      | 86031264 | 08/07/2013  | 4536424   | 05/27/2014 |
| 11. | United States  | <br><i>three little dots</i>   | 25                      | 86031258 | 08/07/2013  | 4536423   | 05/27/2014 |
| 12. | United States  | THREE DOTS  | 25                      | 76498469 | 03/19/2003  | 2967708   | 06/12/2005 |
| 13. | United States  |    | 25                      | 85356100 | 06/24/2011  | 4232286   | 10/30/2012 |
| 14. | United States  | THREE DOTS<br>RED   | 25                      | 77283989 | 09/19/2007  | 3501022   | 09/16/2008 |
| 15. | United States  | THREE DOTS  | 35                      | 86383133 | 09/02/2014  | 4719989   | 04/14/2015 |
| 16. | United States  | <br><br> | 25                      | 88015780 | 06/26/2018  |           |            |



| No. | Country       | Trademark  | International Class(es) | App. No. | Filing Date | Reg. No. | Reg. Date |
|-----|---------------|------------|-------------------------|----------|-------------|----------|-----------|
| 17. | United States | THREE DOTS | 25                      | 88150485 | 10/10/2018  |          |           |

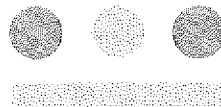
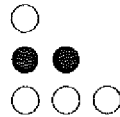
**Common Law Trademark Rights**

THREE DOTS

THREE DOTS MEN

THREE DOTS RED

THREE LITTLE DOTS



**Domain Names**

| No. | Domain Name       | Exp. Date  | Registrar         |
|-----|-------------------|------------|-------------------|
| 1.  | shopthreedots.com | 06/18/2020 | 1&1               |
| 2.  | threedots.com     | 12/05/2020 | Network Solutions |
| 3.  | threedots.net     | 05/19/2020 | Network Solutions |