

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547440

<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>
Maurice Van Pelt		12/11/2018	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	International Brands Group		
<b>Street Address:</b>	3920 VALLEY BOULEVARD, UNIT I		
<b>City:</b>	WALNUT		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91789		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5539995	CHRONIC CANDY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494781275		
<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>	(949) 478-6830		
<b>Email:</b>	ivakil@nexiolaw.com		
<b>Correspondent Name:</b>	Imran Vakil		
<b>Address Line 1:</b>	15615 Alton Parkway, Suite 450		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92618		
<b>NAME OF SUBMITTER:</b>	Imran Vakil, Esq.		
<b>SIGNATURE:</b>	/Imran Vakil/		
<b>DATE SIGNED:</b>	10/31/2019		
<b>Total Attachments: 5</b>			
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OP \$40.00 5539995

## TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

This Trademark Purchase and Assignment Agreement (the "**Agreement**") is made as of December 11, 2018 (the "**Effective Date**"), by and between International Brands Group LLC, a California corporation ("**Assignee**"), and Maurice Van Pelt, an individual, California resident ("**Assignor**").

### RECITALS

A. Assignor is the owner of the trademark registration listed on Exhibit A (the "**Trademark Registration**").

B. Assignee wishes to acquire Assignor's worldwide rights in the trademark referred to in the Trademark Registration (the "**Trademark**"), and Assignor wishes to sell and assign such rights to Assignee on the terms and conditions set forth below.

### AGREEMENT

**THEREFORE**, in consideration of the promises and agreements herein contained, the sufficiency of which consideration is hereby acknowledged, Assignor and Assignee hereby agree as follows:

#### 1. Purchase and Assignment.

Assignor hereby sells, assigns, conveys and transfers to Assignee his entire right, title and interest in and to the Trademark Registration and the Trademark, including, without limitation, any and all common law rights and domestic and foreign rights related to the Trademark Registration and Trademark, together with all of the goodwill of the business symbolized by the Trademark, as well as all rights to damages or profits, due or accrued, arising out of past infringement of the Trademark or injury to said goodwill, and the right to sue for and recover the same in Assignee's own name, and for use and registration by Assignee. Assignor hereby releases and forever quitclaims to Assignee all of his rights, title and interest, if any, he may have in and to the Trademark Registration and Trademark, as well as any variations thereof, including, without limitation, variations in size, color, font, wording and lack of wording.

#### 2. Purchase Price.

The consideration for the purchase and assignment of the Trademark Registration and Trademark, which is payable by Assignee to Assignor, a the total amount of \$10.00 (Ten U.S. Dollars) (the "**Purchase Price**");

### **3. Cooperation.**

After the signing of this Agreement by all parties, Assignor will execute and deliver to Assignee all documentation required to perfect the transfer of the Trademark Registration in the trademark registry. Assignor agrees to cooperate with Assignee and execute such assignments and other documents as may reasonably be requested by Assignee, without any further consideration, in order to evidence or effectuate the assignment of the Trademark and Trademark Registration as provided in this Agreement.

### **5. Assignor's Representations and Warranties.**

Assignor represents and warrants to Assignee that as of the Effective Date:

a. Assignor is not aware of any claims, liens, charges, encumbrances, set-offs, defenses or counterclaims of any kind or nature whatsoever, with respect to the Trademark and Trademark Registration. Assignor has not licensed, and is unaware of any licenses of, the Trademark to any person or entity. Assignor is not aware of any competing claims for the Trademark.

b. To the best knowledge of Assignor, no person or entity has infringed or misappropriated the Trademark. Immediately upon the signing of this Agreement, Assignee will have sole rights to bring actions for infringement or misappropriation of the Trademark, past, present or future. Assignor has not commenced or threatened any legal proceeding, or asserted any allegation or claim, against any person or entity for infringement or misappropriation of the Trademark or breach of any agreement involving the Trademark.

c. Assignor's creation, use, sale, license or other transfer of the Trademark does not infringe or misappropriate any other party's trademark and, to Assignor's best knowledge, after the signing of this Agreement, Assignee's use of the Trademark will not constitute infringement or misappropriation of any other party's trademark. Assignor has not received notice (in writing or otherwise) of any pending or threatened legal proceeding or any written allegation or claim in which any party alleges that Assignor, the Trademark, or any use, sale, license, transfer, development or other exploitation thereof has violated any party's trademark rights and, to Assignor's best knowledge, no basis for any such actual or threatened legal proceeding, claim or allegation exists. There are no pending or threatened disputes between Assignor and any other party relating to the Trademark or Trademark Registration.

### **6. Miscellaneous.**

a. Assignor may adopt or use any mark or name which is the same as or confusingly similar to the Trademark.

b. Assignor agrees that this Agreement will be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee, and its successors, assigns and nominees, to apply for trademark or other proper protection for the Trademark in the United States of America or elsewhere, and to claim the aforesaid benefits of the right of priority provided by applicable law.

c. This Agreement will be deemed to have been made in, and will be construed pursuant to the laws of, the State of California in the United States of America without regard to conflicts of laws provisions thereof. If any provision of this Agreement is adjudged by any court of competent jurisdiction or arbitrator to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is binding on and will inure to the benefit of the respective successors and/or assigns of the parties.

d. Any notice or written communication provided for in this Agreement, including without limitation any and all offers, writings, or notices to be given hereunder, shall be delivered personally, by registered mail, or airborne express courier, promptly transferred or addressed to the appropriate party, with evidence of transmission. The date of receipt of a notice or communication hereunder shall be deemed to be the date the notice is actually received by the receiving party. All notices and communications shall, until the same is changed by notice given in writing to the other Party, be sent to the appropriate address set forth below:

If to Assignor: Maurice Van Pelt  
22985 CANYON LAKE DR.  
CANYON LAKE, CA 92587

If to Assignee: International Brands Group LLC  
3920 Valley Blvd, Unit# 1  
Walnut, California 91789  
Attn: Thaeer Ahmad, President

e. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Assignor may assign his rights and obligations under this Agreement without obtaining the consent of Assignee.

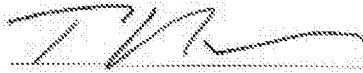
f. This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement will be binding unless set forth in writing and signed by the parties hereto.

g. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto.

h. This Agreement may be executed in counterparts, each of which, or a combination of which when signed and delivered by all of the parties, will be deemed an original, but all of which when taken together will constitute one agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the Effective Date.

**International Brands Group LLC**



By: Thar Ahmad

Its: President



MAURICE VAN PELT

**EXHIBIT A**

**TRADEMARK REGISTRATION**

**Word Mark** CHRONIC CANDY

**Goods and Services** IC 025, US 022 039 G & S: men's and women's clothing; namely, knit and woven shirts; knit and woven pants, [ shorts, and jeans,] sweaters, [ jackets, vests, coats, rainwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerchiefs, women's and men's outerwear, namely, coats, jackets, ponchos, parkas and raincoats, underwear and nightwear, namely, lingerie, robes, caftans, kimonos, boxer shorts, pajamas; shirts, pants, jeans, dresses, skirts, sweaters, jumpsuits, bodysuits,] sweatshirts [ , jackets,] T-shirts [ , scarves, leotards, tights, swimsuits, beach shirts, hosiery, footwear ] FIRST USE: 19990700. FIRST USE IN COMMERCE: 20000100

**Standard Characters Claimed** IC 030, US 046, G & S: lollipops. FIRST USE: 19990700. FIRST USE IN COMMERCE: 20000100

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 78373449

**Filing Date** February 24, 2004

**Current Basis** 1A

**Registration Date** August 14, 2018

**Owner** (REGISTRANT) Peil, Maurice Van INDIVIDUAL UNITED STATES 22985 Canyon Lake CALIFORNIA 92587

**Attorney of Record** Herbert T. Patty

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE