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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM553594 Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:NUNC PRO TUNC ASSIGNMENTEFFECTIVE DATE:01/19/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shawn Biega		12/16/2019	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	DT Brands & Co.	
Street Address:	3266 Buskirk Avenue, Suite 200	
City:	Pleasant Hill	
State/Country:	CALIFORNIA	
Postal Code:	l Code: 94523	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88191692	DAYTRIP

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.

Phone: 4153983141
Email: iplaw@evoke.law
Correspondent Name: Mary L. Shapiro
Address Line 1: 244 California Street

Address Line 2: Suite 507

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Nicole A. Syzdek	
SIGNATURE:	/Nicole A. Syzdek/
DATE SIGNED:	12/17/2019

Total Attachments: 2

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TRADEMARK REEL: 006817 FRAME: 0712

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of January 19, 2019, is made by and between Shawn Biega ("Assignor"), an individual with an address at 3266 Buskirk Ave, Suite 200, Pleasant Hill, CA 94523, and DT Brands & Co. ("Assignee"), a Delaware corporation with an address at 3266 Buskirk Ave, Suite 200, Pleasant Hill, CA 94523 (Individually referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Assignor warrants it owns all common law right, title, and interest, in the marks as identified in Exhibit A (the "Marks");

WHEREAS, Assignee is the successor-in-interest to Assignor's business pertaining to the Marks;

WHEREAS, Assignee desires to own all common law and statutory rights, title, and interest in the Marks;

NOW THEREFORE, in consideration of the mutual covenants and promises herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- Assignor hereby conveys, transfers, and assigns to the Assignee, nunc pro tunc, all rights, title, and interest
 in the Marks, together with:
 - The goodwill of the business relating to the products and services on which the Marks are used;
 - All income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and
 - All rights to sue and collect damages for past, present, and future infringement or misappropriation of the Marks.
- 2. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.
- 3. Assignce agrees to cooperate with Assignce to execute such additional documents as are necessary to defend, register, or otherwise give full effect to and perfect the rights of Assignce in the Marks and take such further actions as Assignce may reasonably request in order to register and record this Assignment at the appropriate registries to demonstrate Assignce's title in the Mark.

IN WITNESS WHEREOF, the undersigned represents that it has authority to execute this Agreement and to carry out all obligations imposed hereunder, has read, understands, and agreed to the terms of this Assignment, and has executed this instrument as of the date set forth below.

SHAWN BIEGA	DT BRANDS & CO.
(Assignor) /	(Assignee)
Signature: Multiple	Signature: <u>V</u>
Date: 12/16/19	ву: <u>5444</u> 1
	Title: CEC
	š

(Assignee)
Signature: A Pical
By: SHANN BCA
Title: CEO
Date: 12/16/19

EXHIBIT A

ASSIGNOR'S MARKS

1. Common Law

$DAYTRIP^{TM}$

2. Trademark Applications

1	Mark	Jurisdiction	App. No.
	DAYTRIP	United States	88191692
	DAYTRIP	Canada	1941657

TRADEMARK REEL: 006817 FRAME: 0714

RECORDED: 12/17/2019