

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The 101 Corporation		12/22/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Conspiracy Inc.		
Street Address:	137 N Larchmont Blvd, Suite 123		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90004		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5794196	NAMAKUBI	
Registration Number:	5424993	ROOM101	
Registration Number:	4165725	PAPI CHULO	
Registration Number:	4339496	CHINGON	
Registration Number:	4339495	DARUMA	
Registration Number:	3333477	ROOM 101	
CORRESPONDENCE DATA			
Fax Number:	8052301355		
<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>			
Phone:	(805) 230-1350		
Email:	alomonaco@socalip.com		
Correspondent Name:	SoCal IP Law Group LLP		
Address Line 1:	310 N Westlake Blvd., Suite 120		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
NAME OF SUBMITTER:	Anneliese Lomonaco		
SIGNATURE:	/Anneliese Lomonaco/		
DATE SIGNED:	12/23/2019		
Total Attachments: 3			

OP \$165.00 5794196

source=C211-Trademark Assignment The 101 Corporation to Conspiracy-RECORDED_12-23-2019#page1.tif
source=C211-Trademark Assignment The 101 Corporation to Conspiracy-RECORDED_12-23-2019#page2.tif
source=C211-Trademark Assignment The 101 Corporation to Conspiracy-RECORDED_12-23-2019#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“this Agreement”) is entered into by and between The 101 Corporation, a California Corporation (“Assignor”) and Conspiracy Inc., a Nevada Corporation (“Assignee”), and is made with respect to the following recitals, effective as of the date executed below.

WHEREAS, Assignor is the owner of certain trademarks identified in Exhibit A (the “Trademarks”)

WHEREAS, Assignee has become the successor of the ongoing and existing business or portion thereof of Assignor related to the Trademarks.

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor desires to transfer all of its rights, title, interest and associated goodwill in and to the Trademarks and to thereafter have continuing usage rights of the Trademarks;

In consideration of the premises, mutual covenants and agreements contained in this Agreement, the parties agree as follows:

Terms and Conditions

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Trademarks in any typeface, stylization, colors, and/or capitalization, and any US state, federal or foreign applications and registrations of the foregoing, including all common law rights, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover damages from future infringement of the Trademarks, 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 (the “Assignment”).
2. Assignor acknowledges receipt of adequate consideration.
3. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of law.
4. To the extent that Assignor is seeking to perfect the ownership of the Trademarks and Assignor’s ownership of the Trademarks has not been perfected by the Effective Date, Assignor agrees to promptly assign ownership of the Trademarks to Assignee, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Assignor further agrees to take all steps necessary to promptly expedite any perfection of their ownership in and to the Trademarks.
5. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to Assignee as owner of all right, title and

interest therein, or otherwise as Assignee may direct, in accordance with the terms of the Assignment.

6. Upon Assignee's request, Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Trademarks and to protect and enforce the Trademarks.
7. Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, and that Assignor will not take any action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.
8. This Agreement may be executed in two or more counterparts each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

Signatures

The 101 Corporation

137 N Larchmont Blvd, Suite 123
Los Angeles, CA 90004

DocuSigned by:

MATTHEW BOOTH

68C9BD40B3AE4CE...

Matthew Booth, President

12/22/2019

Date:

Conspiracy Inc.

137 N Larchmont Blvd, Suite 123
Los Angeles, CA 90004

DocuSigned by:

MATTHEW BOOTH

68C9BD40B3AE4CE...

Matthew Booth, President

12/22/2019

Date:

Exhibit A

Trademarks:

Mark	Serial Number	Date Filed	Reg. Number	Registration Date	Jurisdiction
NAMAKUBI	88220038	12/6/2018	5794196	7/2/2019	United States
ROOM101	87392404	3/30/2017	5424993	3/13/2018	United States
PAPI CHULO	85330376	5/25/2011	4165725	6/26/2012	United States
CHINGON	85468921	11/9/2011	4339496	5/21/2013	United States
DARUMA	85468914	11/9/2011	4339495	5/21/2013	United States
ROOM 101	77045935	11/16/2006	3333477	11/13/2007	United States