

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UCG, LLC		07/31/2019	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	UCG Inc.		
Street Address:	1275 4th St #372		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95404		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5947465	DABSTRACT	
Registration Number:	5948193	DABSTRACT	
CORRESPONDENCE DATA			
Fax Number:	2062245659		
<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:	206-224-5657		
Email:	madeline@harrisbricken.com		
Correspondent Name:	Alison Malsbury		
Address Line 1:	600 Stewart St.		
Address Line 2:	Ste. 1200		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Alison Malsbury		
SIGNATURE:	/Alison Malsbury/		
DATE SIGNED:	01/08/2020		
Total Attachments: 5			
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AMENDED AND RESTATED ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Amended and Restated Assignment of Intellectual Property Rights Agreement (“**Agreement**”) is between Sushanta Parikh, the sole member of UCG, LLC, a Washington limited liability company (“**Transferor**”) and UCG, Inc., a Nevada corporation (“**Transferee**”).

SECTION 1 INTELLECTUAL PROPERTY RIGHTS

1.1 Definition. “**Creative Work**” means the creative work described on the attached Schedule 1.1.

1.2 Assignment. Transferor assigns to Transferee Transferor’s entire interest in:

- (a) the Creative Work, including but not limited to all copyrights, patent rights, trade secret rights, trademark rights, all good will of the business, and other intellectual and proprietary rights in the Creative Work; and
- (b) any claims, actions, proceedings, damages, liabilities, and expenses of every kind that Transferor may have against or be able to recover from any person, whether known or unknown, resulting from or arising out of the person’s infringement of any copyright, patent, or trademark, misappropriation of any trade secret, or violation of any other intellectual or proprietary right of Transferor with respect to the Creative Work.

1.3 Moral Rights. Transferor assigns to Transferee any moral rights that Transferor may have in the Creative Work, and waives any right to assert any moral rights in any portion of the Creative Work.

1.4 Perfection. At the request and expense of Transferee, Transferor will sign such documents and take such actions that Transferee deems reasonably necessary to perfect, protect, and evidence Transferee’s rights in the Creative Work, including completing any necessary filing and/or recordation with the United States Patent and Trademark Office (“USPTO”). Transferee acknowledges and agrees that certain aspects of the Creative Work, which are noted in Schedule 1.1, cannot effectively be transferred at this time (“Intent to Use Trademark Applications”), and that ownership of said Intent to Use Trademark Applications will remain with the Transferor until certain conditions are met, namely:

- (a) Transferor has made use of the trademarks in commerce sufficient to satisfy the requirements under the Lanham Act; and
- (b) Transferor has filed a Statement of Use for each of the Intent to Use Trademark Applications with the USPTO.

Following satisfaction of the above conditions, Transferor will proceed as expeditiously as possible to sign such documents and take such actions that

Transferee deems reasonably necessary to perfect, protect, and evidence Transferee's rights in the Creative Work, including filing and/or recordation with the USPTO.

- 1.5 Indemnification.** Transferor will defend and indemnify Transferee for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of any claim that the Creative Work infringes any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person, but not to the extent that the claim results from or arises out of:
- (a) Transferee's combination of the Creative Work with any service or product not provided by Transferor, where the infringement, misappropriation, or violation would not have occurred but for the combination; or
 - (b) Transferee's modification of the Creative Work, where the infringement, misappropriation, or violation would not have occurred but for the modification.

SECTION 2 GENERAL

- 2.1 Binding Effect.** This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.
- 2.2 Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 2.3 Attachments.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 2.4 Governing Law.** This Agreement is governed by the laws of the State of Nevada, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 2.5 Venue.** Any action or proceeding arising out of this Agreement will be litigated in courts located in Clark County, Nevada. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Clark County, Nevada.
- 2.6 Attorney's Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- 2.7 Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between

the parties with respect to the subject matter of this Agreement.

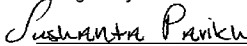
[signature page follows]

Dated effective: July 31, 2019

Transferor:

UCG, LLC

DocuSigned by:



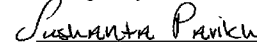
By: Sushanta Parikh

Its: Member

Transferee:

UCG, Inc.

DocuSigned by:



By: Sushanta Parikh

Its: CEO

SCHEDULE 1.1

Creative Work

1. All DABSTRACT U.S. federal trademark applications and registrations, except the Intent to Use Trademark Applications
2. All DABSTRACT California trademark applications and registrations
3. All DABSTRACT Washington trademark applications and registrations
4. All DABSTRACT common law trademark rights
5. All UCG, LLC domain names and social media accounts
6. All UCG, LLC copyrighted material
7. All UCG, LLC proprietary information, including but not limited to recipes and processes for the DABSTRACT branded products

Intent to Use Trademark Applications

1. DABSTRACT U.S. federal trademark applications:
 - a. Serial No. 88404460
 - b. Serial No. 88162441