

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM584954

<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>
ELECTRIC FAMILY LLC		05/01/2020	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOP DRAWER MERCH, LLC		
<b>Street Address:</b>	3000 SOUTH ROBERTSON BLVD # 270		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90034		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4918574	ELECTRIC FAMILY	
<b>Registration Number:</b>	4990409	X	
<b>Registration Number:</b>	5468093	TOP DRAWER MERCH	
<b>Serial Number:</b>	88814801	ELECTRIC FAMILY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3104791422		
<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>	3104784100		
<b>Email:</b>	dhochman@wrslawyers.com		
<b>Correspondent Name:</b>	David Hochman		
<b>Address Line 1:</b>	11400 W. Olympic Blvd. 9th Fl.		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064		
<b>ATTORNEY DOCKET NUMBER:</b>	21487-033		
<b>NAME OF SUBMITTER:</b>	David Hochman		
<b>SIGNATURE:</b>	/David Hochman/		
<b>DATE SIGNED:</b>	07/06/2020		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT


THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made effective as of May 1, 2020, and is entered into by and between Electric Family LLC, a Nevada limited liability company (“**Assignor**”), and Top Drawer Merch, LLC a Delaware limited liability company (“**Assignee**”).

### **RECITALS**

A. **WHEREAS**, Assignor is the owner of record with the United States Patent and Trademark Office (“**USPTO**”) of the following trademark registrations and pending application (collectively, the “**Trademarks**”):

Mark: ELECTRIC FAMILY, Reg. No. 4918574



Mark: , Reg. No. 4990409

Mark: TOP DRAWER MERCH, Reg. No. 5468093

Mark: ELECTRIC FAMILY, Ser. No. 88814801

B. **WHEREAS**, pursuant to that certain Purchase and Sale Agreement entered into by and among Assignor, Assignee, the Members of Assignor, and EMPIRE Distribution Inc., a California corporation, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, Assignor’s entire right, title and interest in and to the Trademarks, and all of its Intellectual Property (as defined below), on the terms and subject to the conditions set forth in this Assignment.

C. **WHEREAS**, “**Intellectual Property**”, as used herein, shall mean any and all of Assignor’s (i) trademarks (including but not limited to, the Trademarks), service marks, trade names, logos, and slogans, together with the goodwill, registrations and applications relating to the foregoing.

**NOW, THEREFORE**, the parties to this Assignment hereby agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, grants, transfers and assigns to Assignee, as a successor to Assignor’s business, and Assignee hereby receives from Assignor, Assignor’s entire right, title and interest in and to the Intellectual Property (including not limited to, the Trademarks), and to any renewal, modification, continuation, division, substitution or reissuance of the Intellectual Property either by the USPTO, or a foreign country’s intellectual property agency or office.

2. **Further Assurances; Recordation**. Assignor agrees to assist Assignee and its designees, agents and representatives, at Assignee’s expense, as necessary in order to secure Assignee’s right, title and interest in and to the Intellectual Property (including, but not limited

to, the Trademarks), and executing all applications, specifications, oaths, assignments and other agreements, certifications and documents which Assignee deems necessary in order to assign, convey, apply for and obtain all such right, title and interest. In the event that Assignee is unable for any reason, after reasonable effort, to secure the signature of a duly authorized officer, manager or representative of Assignor, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized representative as Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and in Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the this paragraph with the same legal force and effect as if executed by Assignor. The parties agree to record this Assignment with the USPTO.

3. **Representations and Warranties.**

3.1 Assignor represents, warrants and covenants to Assignee as follows: (i) Assignor is the record and beneficial owner of all of the Intellectual Property (including but not limited to, the Trademarks), free and clear of any security interest, lien, or claim; (ii) Assignor has the full right, power and authority to enter into this Assignment and to perform Assignor's obligations hereunder; (iii) there are no other agreements or understandings to which Assignor is a party or by which Assignor is bound that would be violated or breached by, or that would prevent or preclude, the assignment of rights as contemplated by this Assignment or the performance by Assignor of all of its obligations hereunder; and (iv) this Assignment is a valid, legally binding obligation of Assignor.

3.2 Assignee represents, warrants and covenants to Assignor as follows: (i) Assignee has the full right, power and authority to enter into this Assignment; and (ii) this Assignment is a valid, legally binding obligation of Assignee.

4. **Governing Law; Jurisdiction.** This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to the conflict of law rules thereof. The parties hereby irrevocably consent to the exclusive jurisdiction of the federal and state courts located in Los Angeles, California, in connection with any action or proceeding arising out of or relating to this Assignment.

5. **Entire Agreement.** This Assignment sets forth the entire agreement and understanding between the parties relating to the subject matter herein and merges all prior discussions between the parties related thereto. No modification of or amendment to this Assignment, nor any waiver of any rights under this Assignment, will be effective unless in writing signed by the party to be charged.

6. **Severability.** If one or more of the provisions in this Assignment are deemed void by law then the remaining provisions will continue in full force and effect.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart to this Assignment.

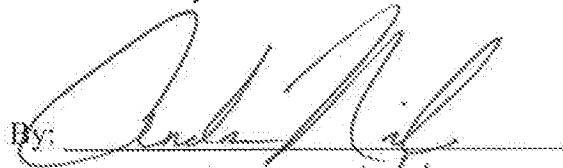
8. Binding Effect. This Assignment will be binding upon, and inure to the benefit of, the parties hereto and their respective representatives, heirs, successors and assigns.

9. Waiver. No waiver of any right under this Assignment shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by its duly authorized respective officers as of the date first above written.

“Assignor”

Electric Family LLC

By: 

Print Name: Drew Nilon

Its: CEO

“Assignee”

Top Drawer Merch, LLC

By: 

Print Name: Drew Nilon

Its: CEO