

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joseph Ciriello		09/15/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	DB HQ LLC		
Street Address:	5934 Joel Lane		
City:	La Mesa		
State/Country:	CALIFORNIA		
Postal Code:	91942		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4082004	DIRTY BIRD TO GO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8583451067		
Email:	pollie@gandalegal.com		
Correspondent Name:	Pollie Gautsch		
Address Line 1:	665 San Rodolfo Dr. #124-209		
Address Line 4:	Solana Beach, CALIFORNIA 92075		
ATTORNEY DOCKET NUMBER:	Dirty Bird to Go		
NAME OF SUBMITTER:	Pollie Gautsch		
SIGNATURE:	/pg/		
DATE SIGNED:	09/23/2020		
Total Attachments: 2			
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OP \$40.00 4082004

**TRADEMARK ASSIGNMENT AGREEMENT
of DIRTY BIRD TO GO**

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”), dated September 15, 2020 (the “Effective Date”), is by and between Joseph Ciriello (“Assignor”), and DB HQ LLC a California limited liability company with an address of 5934 Joel Ln La Mesa California 91942 (“Assignee”).

Background

WHEREAS, it is Assignor’s intention to assign and transfer to the Assignee, all of Assignor’s right, title, and interest in and to any trademarks that Assignor owns related to the brand DIRTY BIRD TO GO including, but not limited to, USPTO registration number 4082004 for the trademark DIRTY BIRD TO GO in class 043 for “Carry-out restaurants; Restaurant services; Restaurant services featuring chicken” (the “Trademark Registration”).

WHEREAS, Assignee accepts the assignment of the trademark “DIRTY BIRD TO GO”;

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

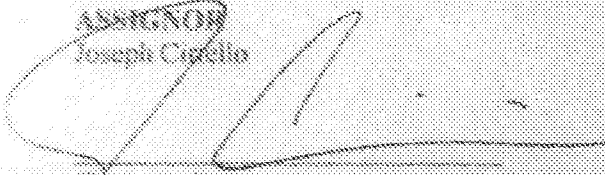
1. **Trademarks.** Assignor hereby agrees to assign and transfer to the Assignee, and hereby does transfer and assign, all right, title and interest in Trademark Registration together with the goodwill symbolized by the Trademark Registration.
2. **Representations and Warranties.** Assignor represents and warrants that: (i) the “Dirty Bird To Go” brand assigned hereunder is the Assignor’s original work and Assignor has the power and authority to assign its Intellectual Property Rights in accordance with this Agreement; (ii) Assignor has no knowledge of any third party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Registered Trademark; (iii) Assignor has the right, authority and power to enter into this Agreement; and (iv) no third party consents, assignments or licenses are necessary to perform under this Agreement. Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Agreement inaccurate in any way.
3. **Governing Laws.** To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of California,

by law, the exclusive jurisdiction for any action relating to this Agreement shall be a federal or state court in San Diego, California, and the parties consent to such jurisdiction and waive and agree not to plead or claim that any such action or proceeding has been brought in an inconvenient forum.

- 4. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.
- 5. **Entire Agreement.** This Agreement constitutes the entire Agreement between Assignor and the Assignee with respect to the subject matter hereof, and supercedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR
Joseph Cirullo



(Signature)

JOSEPH CIRULLO
(Printed Name)

ASSIGNEE
DB HO LLC



(Signature)

Adam Jacoby
(Printed Name)

9/22/2020