

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kith Treats, LLC		12/28/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Kith Retail, LLC		
Street Address:	65 Bleecker Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6220780	KITH	
Registration Number:	5575719	KITH TREATS	
Registration Number:	5411015	KITH TREATS	
CORRESPONDENCE DATA			
Fax Number:	2128945765		
<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:	2129406365		
Email:	ian.farias@katten.com		
Correspondent Name:	Bret Danow, Katten Muchin Rosenman LLP		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	389628-00180		
NAME OF SUBMITTER:	Bret J. Danow		
SIGNATURE:	/BJD/		
DATE SIGNED:	12/29/2020		
Total Attachments: 4			
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WORLDWIDE OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY

This Worldwide Omnibus Assignment of Intellectual Property (this "Assignment") is entered into this 28th day of December, 2020 (the "Effective Date") and is by and between Kith Treats, LLC, a limited liability company organized under the laws of the State of New York, having offices at 65 Bleecker Street, New York, New York 10012, United States ("Assignor") and Kith Retail, LLC, a limited liability company organized under the laws of the State of New York, having offices at 65 Bleecker Street, New York, New York 10012, United States ("Assignee").

WHEREAS, Assignor is the owner of the trademark applications and registrations identified on Schedule A, attached hereto and made a part hereof, and all common law rights in the corresponding trademarks shown (collectively, the "Trademarks").

WHEREAS, Assignee wishes to acquire all of Assignor's ownership, right, title and interest in and to the Trademarks and the goodwill associated therewith, as well as all ownership, right, title and interest in and to all materials and copyrightable subject matter owned by Licensor and used in connection with the Trademarks (the "Copyrights" and, together with the Trademarks, the "Intellectual Property Assets"), all as more specifically set forth herein.

WHEREAS, Assignor wishes to transfer and assign to Assignee, all right, title, interest and ownership in and to the Trademarks and related goodwill and the Copyrights, free and clear of all liens, claims and encumbrances, pursuant to the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the Intellectual Property Assets, including the goodwill associated with the Trademarks, all income, royalties, damages and payments now or hereafter due or payable in respect to the Intellectual Property Assets, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the Intellectual Property Assets and the rights thereto.

Following the execution of this Assignment and at Assignee's reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to Assignee of all of Assignor's right, title, and interest in all of Assignor's applications and registrations for the Trademarks in those countries as set forth in the annexed Schedule, and all related goodwill. Assignee shall promptly provide all such assignment documents to Assignor, and Assignor shall execute and deliver, and shall designate a responsible person (as applicable) who shall in the future timely execute and deliver, all such executed assignment documents to Assignee. Until such time as all of the assignments of the Trademarks in all countries as set forth in the annexed Schedule A are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of this Assignment, to be the owner of the Trademarks.


If it shall be necessary to record this Assignment or other confirmatory documentation during the Interim Period, or in the event that any of the Trademarks shall become due for any maintenance filings or other recordations during the Interim Period, Assignor shall likewise

cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to record and file assignments and other materials confirming ownership by Assignee and to maintain and enforce the Trademarks.

[Signature page follows]


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

KITH TREATS, LLC

DocuSigned by:

By: _____
Name: Ronnie Fieg
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

KITH RETAIL, LLC

DocuSigned by:

By: _____
Name: Ronnie Fieg
Title: Chief Executive Officer

Schedule A
Trademarks

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application / Registration No.</u>
United States	KITH	6,220,780
United States	KITH TREATS	5,575,719
United States	KITH TREATS	5,411,015
Canada	KITH TREATS	TMA1070146
International	KITH TREATS	1399587
International	KITH TREATS	1402196
International	KITH TREATS	1388544
Japan	KITH TREATS	6115708
Japan	KITH TREATS	6022097
Japan	KITH TREATS (stylized)	2020-043792