

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAQK Inc.		11/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Plata Wine Partners, LLC		
Street Address:	855 Bordeaux Way		
Internal Address:	Suite 100		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94558		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	theory11.com LLC		
Street Address:	856 Lowcountry Boulevard		
Internal Address:	Suite 100		
City:	Mount Pleasant		
State/Country:	SOUTH CAROLINA		
Postal Code:	29464		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3966686	JAQK CELLARS	
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:	4153779977		
Email:	chilingirova@gmail.com		
Correspondent Name:	Konstantina Chilingirova		
Address Line 1:	1510 GRANT AVE		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94133		
NAME OF SUBMITTER:	Konstantina Chilingirova		

OP \$40.00 3966686

SIGNATURE:	/Konstantina Chilingirova/
DATE SIGNED:	12/30/2020
Total Attachments: 12 source=Assignment of Trademarks JQAK to Plata #page1.tif source=Assignment of Trademarks JQAK to Plata #page2.tif source=Assignment of Trademarks JQAK to Plata #page3.tif source=Assignment of Trademark JAQK theory 11#page1.tif source=Assignment of Trademark JAQK theory 11#page2.tif source=Agreement for Purchase of Trademarks JAQK Plata#page1.tif source=Agreement for Purchase of Trademarks JAQK Plata#page2.tif source=Agreement for Purchase of Trademarks JAQK Plata#page3.tif source=Agreement for Purchase of Trademarks JAQK Plata#page4.tif source=Agreement for Purchase of Trademarks JAQK Plata#page5.tif source=Agreement for Purchase of Trademarks JAQK Plata#page6.tif source=Agreement for Purchase of Trademarks JAQK Plata#page7.tif	

EXHIBIT C

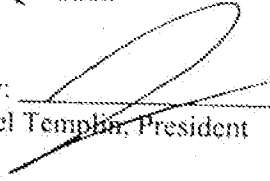
ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JAQK Inc., a Delaware corporation, with a principal place of business located at 569 Duboce Street, San Francisco CA 94117 ("Assignor"), hereby assigns, transfers, and conveys to Plata Wine Partners, LLC, a California limited liability company, with a principal place of business located at 855 Bordeaux Way, S/100, Napa CA 94558 ("Assignee"), pursuant to the Graphic Design Works and Trademark Transfer and Assignment Agreement, dated November 13, 2020, by and between Assignor and Assignee, all of Assignor's right, title, and interest in and to the trademarks set forth on Schedule 1 attached hereto and incorporated by this reference herein, together with the goodwill associated therewith and symbolized thereby, registrations and registrations rights with respect to the trademarks, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement or other violation, and all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment of Trademark upon request by Assignee.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed on this 13th day of November 2020 by its duly authorized agent.

ASSIGNOR:
JAQK Inc.:

By: 
Joel Templin, President

ASSIGNEE:
PLATA WINE PARTNERS, LLC:

By: _____
Scott Smith, CEO

JAQK Inc. - Plata Graphic Design Works and Trademark Transfer Agreement

EXHIBIT C

ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JAQK Inc., a Delaware corporation, with a principal place of business located at 569 Duboce Street, San Francisco CA 94117 ("Assignor"), hereby assigns, transfers, and conveys to Plata Wine Partners, LLC, a California limited liability company, with a principal place of business located at 855 Bordeaux Way, S/100, Napa CA 94558 ("Assignee"), pursuant to the Graphic Design Works and Trademark Transfer and Assignment Agreement, dated November 13, 2020, by and between Assignor and Assignee, all of Assignor's right, title, and interest in and to the trademarks set forth on Schedule 1 attached hereto and incorporated by this reference herein, together with the goodwill associated therewith and symbolized thereby, registrations and registrations rights with respect to the trademarks, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement or other violation, and all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment of Trademark upon request by Assignee.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed on this 13th day of November 2020 by its duly authorized agent.

ASSIGNOR:
JAQK Inc.:

By: _____
Joel Templin, President

ASSIGNEE:
PLATA WINE PARTNERS, LLC:

By: Scott Smith
Scott Smith, CEO

Schedule I to Trademark Assignment

TRADEMARKS	U.S. REG. NO.	INT'L CLASS	REG. DATE
CHARMED	3,764,853	033	MARCH 23, 2010
BLACK CLOVER	3,808,053	033	JUNE 22, 2010
JAQK CELLARS (AND DESIGN)	3,966,686	033	MAY 24, 2011

EXHIBIT C

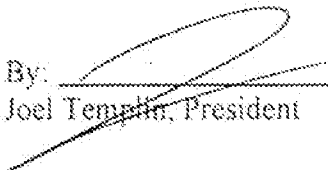
ASSIGNMENT OF TRADEMARK

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **JAQK Inc.**, a Delaware corporation, with a principal place of business located at 569 Duboce Street, San Francisco CA 94117 ("Assignor"), hereby assigns, transfers, and conveys to **THEORY 11.COM LLC**, a South Carolina limited liability company, with a principal place of business located at 856 Lowcountry Boulevard, Suite 100, Mount Pleasant, SC 29464 ("Assignee"), pursuant to the Graphic Design Work and Trademark Transfer and Assignment Agreement, dated November 13, 2020, by and between Assignor and Assignee, all of Assignor's right, title, and interest in and to the trademark set forth on Schedule 1 attached hereto and incorporated by this reference herein, together with the goodwill associated therewith and symbolized thereby, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement or other violation, and all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

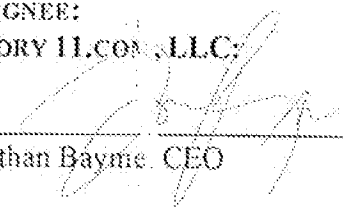
Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment of Trademark upon request by Assignee.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark to be executed on this 13th day of November 2020 by its duly authorized agent.

ASSIGNOR:
JAQK Inc.:

By: 
Joel Temple, President

ASSIGNEE:
THEORY 11.COM, LLC:

By: 
Jonathan Bayme, CEO

Schedule I to Trademark Assignment

Trademark	Registration No.	Registration Date
JAKK Cellars in International Class 28	3,966,686	May 24, 2011

GRAPHIC DESIGN WORKS AND TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT

This GRAPHIC DESIGN AND TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of this 13th day of November 2020 ("Effective Date"), by and between JAQK Inc., a Delaware corporation ("JAQK"), and Plata Wine Partners, LLC, a California limited liability company ("Plata"). JAQK and Plata shall each be referred to herein individually as a "Party" and, collectively, the "Parties."

WHEREAS, JAQK owns all right, title, and interest in and to the intellectual property rights of the graphic design works (including any original artwork associated therewith), and underlying copyrights (registered or unregistered) therein (collectively, the "Graphic Design Works") set forth in Exhibit A attached hereto and expressly made a part hereof, and the trademarks, common law trademark rights, U.S. federal registrations in International Class 033, renewals, associated rights, and the business goodwill symbolized thereby relating to JAQK's wine business and associated therewith (collectively, the "Trademarks") as further set forth in Exhibit A; and

WHEREAS, Plata desires to acquire all right, title, and interest in and to the Graphic Designs Works and the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for such other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TRANSFER AND SALE OF GRAPHIC DESIGN WORKS AND TRADEMARKS.

A. JAQK hereby assigns, sells, transfers, and conveys to Plata all of its right, title, and interest in and to the Graphic Design Works and the Trademarks for an aggregate consideration of Twenty Thousand Dollars (\$20,000.00). The consideration for the Graphic Design Works and the Trademarks shall be payable to JAQK immediately upon execution of this Agreement, via a wire transfer to the bank account designated by JAQK set forth below:

First Republic Bank	Account No: 80000012816
SWIFT: FRBBUS6S	Routing: 321 081 669

B. For each of the Graphic Design Works set forth in Exhibit A, JAQK agrees to execute the form of Assignment of Intellectual Property rights, attached hereto as Exhibit B, concurrently with the execution of this Agreement *and* deliver it to Plata upon receipt of payment of the consideration.

C. For each of the Trademarks set forth in Exhibit A, JAQK agrees to execute the form of Assignment of Trademark, attached hereto as Exhibit C, concurrently with the execution of this Agreement *and* deliver it to Plata upon receipt of payment of the consideration.

D. With respect to the design plus words Trademark JAQK CELLARS, U.S. Reg. No. 3966686 (the "JC & Design Mark"), Plata hereby acknowledges and agrees that it

will acquire the right, title, and interest only as to the trademark registration in International Class 033 for "Wine." Plata further acknowledges and agrees that the trademark registration for the JC & Design Mark in International Class 028, for "Gaming equipment, namely, [poker chips,] playing cards [and card games]" shall be acquired by a third-party buyer.

2. DELIVERY. JAQK agrees to deliver to Plata, upon execution of this Agreement *and* payment of the purchase price, any and all tangible manifestations of the Graphic Design Works and the Trademarks, including, without limitation, all notes, designs, blue prints, documentation, structures and architectures, files, and tangible items of any sort in its possession or under its control relating to the Graphic Design Works and the Trademarks. Such delivery shall include all present and predecessor versions.

3. JAQK'S REPRESENTATIONS. JAQK represents and warrants that: (i) JAQK is the exclusive owner of the Graphic Design Works, the Trademarks, all rights associated therewith, and has full and exclusive right to assign the rights assigned herein, (ii) JAQK has the power to enter into this Agreement, (iii) the execution, delivery, and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which JAQK is a party or by which JAQK is bound, (iv) the rights transferred in this Agreement are free of any lien, encumbrance or adverse claim, (v) to JAQK's actual knowledge, none of the Graphic Design Works or Trademarks infringes or violates any trademark, trade name, copyright, or other intellectual property rights of any person, and within the past year, JAQK has not received any claim or communication alleging any such infringement or violation, and (vi) to JAQK's actual knowledge, none of the Graphic Design Works or Trademarks are being infringed or violated by any person.

4. PLATA'S REPRESENTATIONS. Plata represents and warrants that: (i) Plata has the power to enter into this Agreement, (ii) Plata shall have no right, title or interest over the JC & Design Mark in International Class 028, for "Gaming equipment, namely, [poker chips,] playing cards [and card games]," and (iii) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Plata is a party or by which Plata is bound.

5. CONTINUING OBLIGATIONS. JAQK agrees to assist Plata, upon request, by taking any reasonable action that may be necessary to transfer, effect, confirm, perfect, record, renew, preserve, protect and enforce all right, title, and interest transferred under this Agreement, including the execution of documentation required by any agency or federal and state governmental authorities in connection with, among other things, the recordation of the aforementioned assignments and transfer of the Trademarks with the United States Patent and Trademark Office.

6. FURTHER EXECUTION. The Parties agree to take all such further action(s) as may reasonably be necessary to carry out and consummate this Agreement as soon as practicable.

7. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

8. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws. The Parties agree that any action brought by either Party to interpret or enforce any provision of this Agreement shall be brought in, and each Party agrees to, and does hereby, submit to the jurisdiction and venue of, the appropriate state or federal court for the district encompassing JAQK's principal place of business.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral.

10. **EXECUTION.** This Agreement shall be executed in duplicate. All originals together shall constitute one instrument. This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument.

[Intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first above written.

JAQK Inc.,
a Delaware corporation

PLATA WINE PARTNERS, LLC,
California limited liability company

By: 
Joel Templin, President

By: _____
Scott Smith CEO

Address:
569 Duboce Street
San Francisco, CA 94117

Address:
855 Bordeaux Way, Suite 100
Napa, CA 94558

JAQK Inc. - Plata Graphic Design Works and Trademark Transfer Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first above written.

JAQK Inc.,
a Delaware corporation

PLATA WINE PARTNERS, LLC,
a California limited liability company

By: _____
Joel Templin, President

By: Scott Smith
Scott Smith, CEO

Address:
569 Duboce Street
San Francisco, CA 94117

Address:
855 Bordeaux Way, Suite 100
Napa, CA 94558

EXHIBIT A

SCHEDULE OF GRAPHIC DESIGN WORKS AND RELATED TRADEMARK

1. Graphic Design Works for JAQK Cellars playing card: attached hereto

2. Trademarks:

Trademarks	Registration No.	Registration Date
JAQK Cellars in International Class 28	3,966,686	May 24, 2011

EXHIBIT B

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS OVER GRAPHIC DESIGN WORK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, **JAQK Inc.**, a Delaware corporation, sells, assigns and transfers unto **PLATA WINE PARTNERS, L.L.C.**, a California limited liability Plata, and its successors and assigns, the copyright and all of the exclusive rights, title and interest of the undersigned, vested and contingent, including without limitation the right to sue for past infringement, in and to the following work, which was created by the following indicated author(s):

Title: High Roller; Charmed; Soldiers of Fortune; Black Clover
Pearl Handle; Bone Dance; Her Majesty; JAQK Cellars
Nature of Work: Graphic design work including final and prior versions

Description of Graphic Design Work: actual graphic design work attached hereto.

Author (s): Joel Templin and Katherine Jain

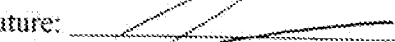
Copyright Office Identification No. (if any): N/A

Executed this 13th day of November 2020

JAQK Inc.:

Name: JOEL TEMPLIN

Title: PRESIDENT

Signature: 

Address: 569 DUBOCE ST.
SF. CA 94117

JAQK Inc. - Plata Graphic Design Works and Trademark Transfer Agreement