

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DML Designs Inc.		01/20/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Project M Group LLC		
Street Address:	67 West St # 107		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11222		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4315196	BROOKLYN VEGAN	
Registration Number:	4315197	BROOKLYN VEGAN	
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:	2122952719		
Email:	mreiner@hballp.com		
Correspondent Name:	Marc S. Reiner		
Address Line 1:	1740 Broadway, 15th Floor		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Marc S. Reiner		
SIGNATURE:	/MARC S REINER/		
DATE SIGNED:	01/20/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “**Agreement**”) is made as of January 20, 2021, by and between **DML Designs Inc.**, a Delaware corporation (“**Assignor**”), and **Project M Group LLC**, a Delaware limited liability company (“**Assignee**”). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Asset Purchase Agreement, dated December 31, 2020 by and among Assignor, Assignee and certain Investor Parties (as defined therein) party thereto (the “**Asset Purchase Agreement**”).

WITNESSETH:

WHEREAS, Assignor owns the trademarks, trade names, and trademark registrations and applications listed in **SCHEDULE A** hereto (the “**Trademarks**”).

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver the Purchased Assets, including the Trademarks, to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment. Effective as of the Closing Date, Assignor, on behalf of itself and its predecessors and successors in interest, hereby sells, conveys, assigns, transfers, delivers and grants to Assignee all right, title, and interest it has in or to the Trademarks, free and clear of all Encumbrances, including, without limitation, common law rights in same, that part of the goodwill of Assignor’s business connected with and symbolized by the Trademarks, all registrations that have been or may be granted on thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and/or future infringement and dilution of the Trademarks, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) related to such Trademarks. Assignor hereby acknowledges that it retains no right to use the Trademarks and agrees not to challenge the validity of Assignee’s ownership of the Trademarks. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor’s right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.

2. Additional Documents. Assignor covenants that it will promptly provide to Assignee, upon such request of Assignee, all pertinent facts and documents relating to the Trademarks as may be known and reasonably accessible to Assignor and will testify as to the same in any opposition, litigation or any proceeding related thereto. At Assignee’s expense, Assignor shall execute and deliver all documents requested by Assignee and shall take all reasonably necessary steps to give effect to and further the purposes of this Agreement.

3. Further Assurances. Each party agrees to execute and deliver all such further documents as may reasonably be requested in writing by the other or its counsel in order to effect the assignment and assumption hereunder.

4. Asset Purchase Agreement. This Agreement is made pursuant to the Asset Purchase Agreement and is subject to all of the terms and conditions thereof, including, without limitation, the representations, warranties, covenants and indemnification provisions therein, all of which shall survive the execution and delivery of this Agreement in accordance with the terms of the Asset Purchase Agreement. Nothing in this Agreement shall supersede, limit, expand, amend, or otherwise modify (nor shall it be deemed or construed to supersede, limit, expand, amend, or otherwise modify) any term or provision of the Asset Purchase Agreement in any manner whatsoever, including, without limitation, any representation, warranty, covenant or indemnification provision set forth in the Asset Purchase Agreement. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern.

5. Governing Law; Venue. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). The parties agree that any action brought by any party under this Agreement shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of any state or federal court located in, New York County, New York. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED HEREBY OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD SEEK TO AVOID THE FOREGOING WAIVER IN THE EVENT OF LITIGATION AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.

6. Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the parties hereto.

7. Waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

8. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators. No party hereto shall be permitted to assign any of their respective rights or delegate any of its respective obligations under this Agreement without the non-assigning parties' prior written consent, except as otherwise set forth in Section 6.6 of the Asset Purchase Agreement. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void.

9. Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or

unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

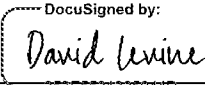
10. Counterparts and Exchanges by Facsimile or Electronic Delivery. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

[Signature Page Follows]

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

ASSIGNOR:

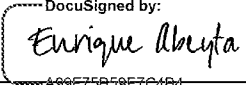
DML DESIGNS INC.

By: 
Name: David Levine
Title: President

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

ASSIGNEE:

PROJECT M GROUP LLC

By: 
Name: Enrique Abeyta
Title: Managing Member

SCHEDULE A
TRADEMARKS

“BROOKLYN VEGAN” trademark, registration number 4315196, registered April 9, 2013.

“BROOKLYN VEGAN” trademark, registration number 4315197, registered April 9, 2013.