OP \$40.00 5425334

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM622464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ashes and Veil, Inc.		02/24/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	ImportLA, LLC
Street Address:	721 N. Eckhoff Street
City:	Orange
State/Country:	CALIFORNIA
Postal Code:	92868
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5425334	THE ORIGINAL JET BLACK PREMIUM SUPPLY

CORRESPONDENCE DATA

Fax Number: 3109793603

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.

Phone: 3109793600

Email: courtfiling@hankinpatentlaw.com

Correspondent Name: Marc E. Hankin

Address Line 1: 12400 Wilshire Boulevard

Address Line 2: Suite 1265

Address Line 4: Los Angeles, CALIFORNIA 90025

NAME OF SUBMITTER:	Marc E. Hankin
SIGNATURE:	/Marc E. Hankin/
DATE SIGNED:	01/26/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of February 24, 2020, by and between Ashes and Veil, Inc., a California corporation with an address at 4605 Lankershim Blvd. Suite 320, North Hollywood, CA 91602 ("Assignor"), and ImportLA, LLC, a California limited liability company with an address at 721 N. Eckhoff Street Orange, CA 92868 ("Assignee").

Assignor and Assignee are parties to the Asset Purchase Agreement dated as of the same date hereof (the "<u>Purchase Agreement</u>"), whereby Assignor has agreed to assign the trademarks and trademark registrations set forth on <u>Exhibit A</u>, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

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

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:
- (a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Exhibit A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect,

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evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto. Assignee agrees and acknowledges that to the best of its knowledge the recordal of this Assignment will not cause confusion amongst the public.

- 3. <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and permitted assigns.
- 4. <u>Controlling Terms</u>. Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.
- 5. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

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Assignor:

ASHES AND VEIL, INC.

Name: Daniel Smith

Its: President

AGREED TO AND ACCEPTED:

Assignee:

IMPORTLA, LLC

By: Name: Brian Etter

Its: President

[signature page to Trademark Assignment]

TRADEMARK REEL: 007170 FRAME: 0278

written		VESS	WHEREOF	, Assignor	has executed	this	Assignment	as of	the	date	first
					Assignor:						
					Ashes An	id V	eil, Inc.				
					By:						
					Name: Da Its: Presid		Smith				
AGREI	ED TO A	ND A	CCEPTED:								
					Assignee:						
					IMPORTLA By: Name: Br						
					Its: Presid						

[signature page to Trademark Assignment]

EXHIBIT A TO TRADEMARK ASSIGNMENT

Trademark	Serial / Reg. No.	App. Date	Reg. Date	Jurisdiction
THE ORIGINAL	RN: 5425334	May 11, 2016	March 13, 2018	United States
JET BLACK	SN: 87976601			(Federal)
PREMIUM				
SUPPLY and				
Design				

TRADEMARK REEL: 007170 FRAME: 0280

RECORDED: 01/26/2021