

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keurig Green Mountain, Inc.		01/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DHOA, LLC		
Street Address:	9100 Wilshire Blvd., #1000W		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4994465	184 DUANE ST. BLEND	
Registration Number:	4207138	ALL BE HAPPY!	
Registration Number:	4994470	DUKALE'S BLEND	
Registration Number:	5644374	HUGH'S BLEND	
Registration Number:	4206464	LAUGHING MAN	
Registration Number:	5832910	LAUGHING MAN	
Registration Number:	4129894	LAUGHING MAN	
Registration Number:	5703492	LAUGHING MAN	
Registration Number:	5013071	LAUGHING MAN	
CORRESPONDENCE DATA			
Fax Number:	3102299901		
<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:	310-229-0468		
Email:	mwnorman@venable.com		
Correspondent Name:	Marjorie Witter Norman		
Address Line 1:	Venable LLP		
Address Line 2:	2049 Century Park East, Suite 2300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	124868536181 DHOA, LLC		

OP \$240.00 4994465

NAME OF SUBMITTER:	Marjorie W. Norman
SIGNATURE:	/Marjorie W NORMAN/
DATE SIGNED:	02/10/2021
Total Attachments: 7 source=Laughing_Man_-_Keurig_-_IP_Assignment_Agreement_[2020]_(1).docx#page1.tif source=Laughing_Man_-_Keurig_-_IP_Assignment_Agreement_[2020]_(1).docx#page2.tif source=Laughing_Man_-_Keurig_-_IP_Assignment_Agreement_[2020]_(1).docx#page3.tif source=Laughing_Man_-_Keurig_-_IP_Assignment_Agreement_[2020]_(1).docx#page4.tif source=Laughing_Man_-_Keurig_-_IP_Assignment_Agreement_[2020]_(1).docx#page5.tif source=Laughing_Man_-_Keurig_-_IP_Assignment_Agreement_[2020]_(1).docx#page6.tif source=Laughing_Man_-_Keurig_-_IP_Assignment_Agreement_[2020]_(1).docx#page7.tif	

EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of January 31, 2021 (the “**Effective Date**”), is made and entered into by and between Keurig Green Mountain, Inc. (“**Seller**”), a Delaware corporation, located at 53 South Ave, Burlington, MA 01803, and DHOA, LLC (“**Buyer**”), a Delaware limited liability company with its office located at 9100 Wilshire Blvd., #1000W Beverly Hills CA 90212, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer and Seller executed concurrently with this document, dated as of the date hereof (the “**Asset Purchase Agreement**”). Buyer and Seller may each be referred to herein as a “**Party**” and collectively as the “**Parties**” to this Assignment.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements contained in this Agreement, including the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

- (a) the trademarks and service marks, including all applications, registrations, and common law trademarks, including but not limited to the registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”);
- (b) the domain names, social media handles and any other brand usages or expressions that use, arise from or relate to the Trademarks set forth in Schedule 2 hereto;
- (c) the copyrights whether registered or unregistered set forth in Schedule 3 hereto;
- (d) all rights of any kind whatsoever of Seller accruing under the foregoing, including all goodwill connected therewith, provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) 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

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(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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, dilution, 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. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would apply the substantive laws of another jurisdiction.

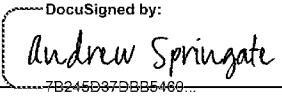
[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the Effective Date.

SELLER

KEURIG GREEN MOUNTAIN, INC.

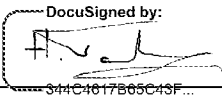
By:  DocuSigned by:
7B245D379BB5489...

Name: Andrew Springate

Title: Chief Marketing Officer

BUYER

DHOA, LLC

By:  DocuSigned by:
344C4617B05C43F...

Name: Hugh Jackman

Title: Manager

[Signature Page to IP Assignment Agreement]

EXECUTION VERSION

SCHEDULE 1
ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

1. The following common law trademarks:

a. LAUGHING MAN

b.



c. ALL BE HAPPY!

d. DUKALE'S BLEND

e. 184 DUANE ST. BLEND

f. HUGH'S BLEND

g. MAKE EVERY CUP COUNT

2. The following trademark applications or registrations:

Title	Country	Serial #	Appl. Date	Reg.#	Reg. Date	Class	Status
LAUGHING MAN	US	88/255460	01/09/19	5,832,910	08/13/19	43	Registered
LAUGHING MAN	US	86/563128	03/13/15	5,703,492	03/19/19	29, 30	Registered
LAUGHING MAN	US	86/979495	03/13/15	5,013,071	08/02/16	30	Registered
LAUGHING MAN	US	85/050315	05/28/10	4,206,464	09/11/12	21, 25, 30	Registered
LAUGHING MAN	US	85/381812	07/26/11	4,129,894	04/17/12	30	Registered
LAUGHING MAN	Canada	1720708	03/24/15	1027497	6/18/19	29, 30, 32	Registered
LAUGHING MAN	Canada	1973067	06/27/19			43	Pending
LAUGHING MAN	Mexico	1682578	11/19/15	1629440	04/18/16	30	Registered
LAUGHING MAN	Mexico	2227683	06/28/19	2093792	03/23/20	43	Registered
ALL BE HAPPY!	US	85/326223	05/20/11	4,207,138	09/11/12	21, 25, 30	Registered
DUKALE'S BLEND	US	86/602702	04/20/15	4,994,470	07/05/16	30	Registered
DUKALE'S BLEND	Canada	1724546	04/20/15	1051219	08/26/19	30	Registered
DUKALE'S BLEND	Mexico	1682582	11/19/15	1629442	04/18/16	30	Registered
HUGH'S BLEND	US	87/444814	05/10/17	5,644,374	01/01/19	30	Registered

[Schedule 1]

TRADEMARK
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Title	Country	Serial #	Appl. Date	Reg.#	Reg. Date	Class	Status
HUGH'S BLEND	Canada	1837247	05/11/17	1075253	03/17/20	30	Registered
LAUGHING MAN in Korean Characters	Japan	40-2016- 17625	03/09/201 6	40-1217549	11/24/20 16	30	Registered
184 DUANE ST. BLEND	Australia	1697490	05/04/201 5	1249869	12/04/20 15	30	Registered
184 DUANE ST. BLEND	Switzerland	1249869	05/04/201 5	1249869	05/04/20 15	30	Registered
184 DUANE ST. BLEND	EU	1249869	05/04/201 5	1249869	05/04/20 15	30	Registered
184 DUANE ST. BLEND	Japan	1249869	05/04/201 5	1249869	05/04/20 15	30	Registered
184 DUANE ST. BLEND	Mexico	1682580	11/19/201 5	1629441	04/18/20 16	30	Registered
184 DUANE ST. BLEND	Norway	1249869	05/04/201 5	1249869	05/04/20 15	30	Registered
184 DUANE ST. BLEND	South Korea	1249869	05/04/201 5	1249869	05/04/20 15	30	Registered
184 DUANE ST. BLEND	WIPO	A0050155	05/04/201 5	1249869	05/04/20 15	30	Registered
184 DUANE ST. BLEND	US	86602562	04/20/201 5	4994465	07/05/20 16	30	Registered

[Schedule 1]

TRADEMARK
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SCHEDULE 2
ASSIGNED DOMAIN NAMES AND SOCIAL MEDIA HANDLES

- LaughingManCoffee.com
- LiveLaughingMan.com
- LaughingManCafe.com
- TWITTER: @laughingmanco
- INSTAGRAM: @laughingmancoffee; @laughingmancafe

[Schedule 2]

TRADEMARK
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SCHEDULE 3
ASSIGNED COPYRIGHTS

- Product shots, excluding Seller's trademark and copyright content
- All product, website, and packaging copy, excluding Seller's trademark and copyright content
- Laughing Man Mission statement
- Brand identity mark: logo, colors, patterns
- Product Names & Brand Expressions: Laughing Man, All Be Happy!, Dukale's Blend, 184 Duane St. Blend, Hugh's Blend

[Schedule 3]

RECORDED: 02/10/2021

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