

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johan Sebastian Westman		03/15/2021	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	LGND Inc.		
Street Address:	Avenida Diagonal, Planta 5 Piso 4		
City:	Barcelona		
State/Country:	CALIFORNIA		
Postal Code:	08005		
Entity Type:	Corporation: SPAIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5688502	LGND	
Registration Number:	5663982	LGND	
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:	310-529-1344		
Email:	jillbirkmann@yahoo.com		
Correspondent Name:	Jill Birkmann		
Address Line 1:	12604 Manor Drive		
Address Line 4:	Hawthorne, CALIFORNIA 90250		
DOMESTIC REPRESENTATIVE			
Name:	Jill Birkmann		
Address Line 1:	12604 Manor Drive		
Address Line 4:	Hawthorne, CALIFORNIA 90250		
NAME OF SUBMITTER:	Jill Birkmann		
SIGNATURE:	/JillBirkmann/		
DATE SIGNED:	04/16/2021		
Total Attachments: 3			

OP \$65.00 5688502

source=LGND Trademark Assignment Agreement copy#page1.tif
source=LGND Trademark Assignment Agreement copy#page2.tif
source=LGND Trademark Assignment Agreement copy#page3.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
for LGND Trademarks**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”), dated as of March 15, 2021 (the “Effective Date”), is by and between Johan Sebastian Westman, an individual (“Assignor”), and LGND Inc., located at Avenida Diagonal 119, Planta 5 Piso 4, 08005, Barcelona, Spain (“Assignee”).

Background

WHEREAS, it is Assignor’s intention to assign and transfer to the Assignee, all of Assignor’s right, title, and interest in and to the United States Trademark Registration Numbers 5688502 (“LGND” Logo) and 5663982 (“LGND” word mark), collectively herein referred to as the “LGND MARKS”, and

WHEREAS, Assignee intends to accept such assignment for the purpose of development, manufacture, marketing and distribution of the LGND beverage brands;

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

- a. For purposes of this Agreement, “Assignor Property” means Trademark Registration Nos. 5688502 and 5663982, the LGND MARKS.
- b. For purposes of this Agreement, “Intellectual Property Rights” means intellectual property rights, including (i) any trademark application, trade name, service mark (whether registered or unregistered), service mark application, domain names, related to the LGND MARKS and (ii) any right to use or exploit any of the foregoing.

2. Trademarks. Assignor hereby agrees to assign and transfer to the Assignee, and hereby does transfer and assign, all right, title and interest in Trademark Registration No. 5688502 and No. 5663982, together with the goodwill of the business symbolized by the LGND MARKS, and including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding.

4. Domain Names. Assignor hereby agrees to assign and transfer to the Assignee, and hereby does transfer and assign, all right, title and interest in and to those domain names related to the LGND MARKS trademark. Without limiting the foregoing, Assignor agrees to promptly perform all actions required by the applicable domain name registrar to complete the conveyance of the Domain

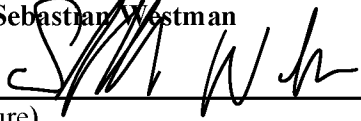
Names to the Assignee. Assignor agrees that it will not register or attempt to register any domain names after the Effective Date that include the word "LGND" or any variation thereof without the written permission of Assignee.

7. **Representations and Warranties.** Assignor represents and warrants that: (i) the LGND MARKS Materials assigned hereunder are the Assignor's original work and Assignor has the power and authority to assign its Intellectual Property Rights to the Assignor Property in accordance with this Agreement; (ii) Assignor has no knowledge of any third party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Assignor Property; (iii) Assignor has the right, authority and power to enter into this Agreement; and (iv) no third party consents, assignments or licenses are necessary to perform under this Agreement.
8. **Governing Laws.** To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, excluding its conflicts of laws principles. To the full extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English. To the full extent permitted by law, the exclusive jurisdiction for any action relating to this Agreement shall be a federal or state court in Los Angeles, California, and the parties consent to such jurisdiction and waive and agree not to plead or claim that any such action or proceeding has been brought in an inconvenient forum.
9. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.
10. **Cooperation Following the Execution.** Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.
11. **Entire Agreement:** This Agreement constitutes the entire Agreement between Assignor and the Assignee with respect to the subject matter herein, and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR

Johan Sebastian Westman



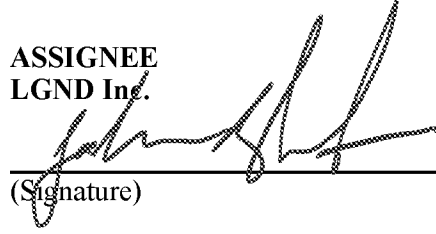
(Signature)

Johan Sebastian Westman

(Printed Name)

ASSIGNEE

LGND Inc.



(Signature)

Joakim Stuart

(Printed Name)