

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dillon Pena		05/05/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Leland Francis LLC		
Street Address:	532 Huntley Drive		
City:	West Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6318542	LELAND FRANCIS	
CORRESPONDENCE DATA			
Fax Number:	2125215450		
<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:	212-521-5400		
Email:	mpikser@reedsmith.com		
Correspondent Name:	Meredith D. Pikser		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Meredith D. Pikser		
SIGNATURE:	/Meredith D. Pikser/		
DATE SIGNED:	05/07/2021		
Total Attachments: 3			
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source=Leland_Francis_TM_Assignment_Agreement-2.DOCX#page2.tif			
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OP \$40.00 6318542

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment") is made and entered into as of this 5 day of May, 2021 by and between Dillon Pena, a United States citizen, with an address of 532 Huntley Drive, West Hollywood, California 90048 ("Assignor"), and Leland Francis LLC, a California limited liability company, with an address of 532 Huntley Drive, West Hollywood, California 90048 ("Assignee").

WHEREAS, Assignor is the sole owner of a certain trademark registration and the goodwill appurtenant thereto listed on Exhibit A attached hereto (the "Intellectual Property");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Intellectual Property, along with the business to which the Intellectual Property pertains including, without limitation, the right to sue for past, present and future infringement thereof; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Intellectual Property and the business to which the Intellectual Property pertains.

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

1. Assignment. Assignor hereby irrevocably and unconditionally conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property including, without limitation, all goodwill appurtenant thereto and the business to which the Intellectual Property pertains and all common law and related rights thereto and all claims and causes of action arising out of, in connection with or related to the Intellectual Property whether existing prior to, concurrently with or after the date hereof.

2. Ownership. Assignor represents and warrants that: it is the owner of the entire right, title and interest in and to the Intellectual Property; it has the right and power to assign ownership of the Intellectual Property; there are no other agreements with any other party in conflict with such assignment; and it knows of no third party right, title, interest, lien, claim or other encumbrance, pending or threatened, with respect to the Intellectual Property.

3. Recordation. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in the United States and in relevant jurisdictions outside the United States to record and register this IP Assignment.

4. Further Assurances. From time to time, as and when requested by Assignee, Assignor shall execute, acknowledge and deliver, and cause to be executed, acknowledged and delivered, to Assignee all such other documents and instruments and

take, and cause to be taken, all such other actions, as are reasonably necessary to evidence and effectuate the transactions contemplated by this IP Assignment.

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


6. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

7. Entire Understanding; Modification and Waiver. This IP Assignment sets forth the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, oral or written, with respect to that subject matter. This IP Assignment may not be changed or modified in any way, or any right of Assignee hereunder waived, in any respect except in a writing executed by each of the parties hereto.

8. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts executed and performed entirely within that State, without regard to the conflicts of laws rules thereof. Each of the parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction and venue of the United States District Court for the Central District of California or any California State court in Los Angeles County, California for the purposes of enforcing this Agreement.

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

DILLON PENA

By: 
Name: Dillon Pena

LELAND FRANCIS LLC


By: 
Name: Dillon Pena
Title: Sole Member

EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

TRADEMARKS

Trademark	Country	Status	Reg. No.	Registration Date	Owner
LELAND FRANCIS	United States	Registered	6318542	April 13, 2021	Dillon Pena