

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wiz Khalifa Trademarks, LLC		05/17/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KKE Brands LLC		
Street Address:	3945 Forbes Ave		
Internal Address:	#471		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15213		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6033973	KHALIFA KUSH	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	cnye@reedsmith.com		
Correspondent Name:	Jillian L. Burstein, Reed Smith LLP		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	40th Floor		
Address Line 4:	Chicago, ILLINOIS 60606-7507		
NAME OF SUBMITTER:	Jillian L. Burstein		
SIGNATURE:	/Jillian L. Burstein/		
DATE SIGNED:	05/18/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of May 17, 2021, is made by Wiz Khalifa Trademarks, LLC, a California limited liability company (“**Seller**”), in favor of KKE Brands LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement and License, by and between Buyer and Seller, of even date herewith (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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:

(a) the trademark registration set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademark**”), together with the goodwill associated with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Seller 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, 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 hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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, evidence, or perfect the assignment of the Assigned Trademark to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademark. 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 Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

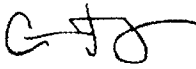
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

WIZ KHALIFA TRADEMARKS, LLC

By:  _____

Name: Cameron Thomaz

Title: Authorized Signatory

Address for Notices:

11766 Wilshire Blvd., Suite 500

Los Angeles, CA 90025

AGREED TO AND ACCEPTED:

KKE BRANDS LLC

By: _____

Name: Darien Saul

Title: Chief Executive Officer

Address for Notices:

3945 Forbes Ave #471

Pittsburgh, PA 15213

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

WIZ KHALIFA TRADEMARKS, LLC

By: _____

Name: Cameron Thomaz

Title: Authorized Signatory

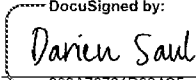
Address for Notices:

11766 Wilshire Blvd., Suite 500

Los Angeles, CA 90025

AGREED TO AND ACCEPTED:

KKE BRANDS LLC

By:  _____

Name: Darien Saul

Title: Chief Executive Officer

Address for Notices:

3945 Forbes Ave #471

Pittsburgh, PA 15213

SCHEDULE 1

Assigned Trademark

Mark	Jurisdiction	Registration Number	Registration Date
KHALIFA KUSH	U.S.	6033973	April 14, 2020