

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM659679

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	correction by declaration of incorrect registration number 5312705 recorded at Reel 6787 and Frame 0925
<b>RESUBMIT DOCUMENT ID:</b>	900620745

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Matthew L. Berger		11/05/2019	INDIVIDUAL: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Matthew L Berger
<b>Street Address:</b>	755 E 19th Avenue
<b>Internal Address:</b>	Suite 112
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	90066
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5312705	BUBBA KUSH BRAND

## CORRESPONDENCE DATA

## Fax Number:

*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: 3127248874

Email: info@fleneriplaw.com, lharkins@fleneriplaw.com,  
zflener@fleneriplaw.com

Correspondent Name: Lisa Harkins

Address Line 1: 77 W Washington Street, Suite 800

Address Line 4: Chicago, ILLINOIS 60602

<b>ATTORNEY DOCKET NUMBER:</b>	CS-165
<b>NAME OF SUBMITTER:</b>	Lisa A. Harkins
<b>SIGNATURE:</b>	/Lisa A. Harkins/
<b>DATE SIGNED:</b>	07/13/2021

Total Attachments: 90

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540336

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BK Brands LLC		05/07/2018	Limited Liability Company
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Matthew L. Berger		
<b>Street Address:</b>	755 East 19th Avenue, Suite 112		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80203		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87092848	BUBBA KUSH BRAND	
<b>Serial Number:</b>	86619939	BUBBA KUSH BRAND	
<b>Serial Number:</b>	86619949		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	pnettrin@fleneriplaw.com		
<b>Correspondent Name:</b>	Paige Nettrin		
<b>Address Line 1:</b>	77 West Washington Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>NAME OF SUBMITTER:</b>	Zareefa B. Flener		
<b>SIGNATURE:</b>	/zareefabflener/		
<b>DATE SIGNED:</b>	09/11/2019		
<b>Total Attachments: 10</b>			
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REEL: 007357 FRAME: 0648

## DECLARATION OF JAMES JUDGE

I, James E. Judge, declare and state:

1. I am an attorney working at Flener IP & Business Law, and a member of the Illinois bar. Historically, I have been one of the attorneys for BK Brands, LLC and Matthew L. Berger, an individual. I have personal knowledge of the following facts through personal experience and review of documents and information maintained in our files and, if called as a witness, I could and would competently testify as follows:
2. Matthew L. Berger, through his then attorney Todd Oberdick, caused U.S. Serial No. 87/092,848 for BUBBA KUSH BRAND to be filed with the U.S. Patent and Trademark Office on July 28, 2017. A true, correct, and complete copy of the application is attached as Exhibit A.
3. BK Brands, LLC was initially organized at the Secretary of State of Delaware on September 27, 2017. A true, correct, and complete copy of the Operating Agreement stating the same is attached at Exhibit B.
4. The Operating Agreement for BK Brands, LLC was executed with the assistance of Flener IP Law on October 10, 2017. A true, correct and complete copy of the Operating Agreement is attached at Exhibit B.
5. On that same date, Flener IP Law recorded an assignment of U.S. Serial No. 87/092,848 for BUBBA KUSH BRAND from Matthew L. Berger to BK Brands, LLC, an entity of which Matthew L. Berger was a member. A true, correct, and complete copy of the assignment is attached at Exhibit C.

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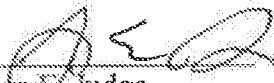
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**TRADEMARK**  
**REEL: 007357 FRAME: 0650**

6. Flener IP Law formally took over as attorney of record for U.S. Serial No. 87/092,848 for BUBBA KUSH BRAND on December 5, 2017. A true, correct, and complete copy of the change of Power of Attorney is attached at Exhibit D.
7. On May 16, 2018, BK Brands, LLC was voluntarily dissolved in the records of the Delaware Secretary of State. A true, correct, and complete copy of the BK Brands dissolution agreement is attached at Exhibit E.
8. According to the terms of the BK Brands, LLC dissolution agreement, U.S. Serial No. 87/092,848 for BUBBA KUSH BRAND was to be transferred to the ownership of Matthew L. Berger, an individual. A true, correct, and complete copy of the BK Brands dissolution agreement is attached at Exhibit E.
9. Flener IP & Business Law recorded that assignment on September 11, 2019. A true, correct, and complete copy of the assignment is attached at Exhibit E.
10. Matthew L. Berger then utilized the law firm of Keating Muething & Klekamp for legal services. A true, correct, and complete copy of the change of Power of Attorney is attached at Exhibit F.
11. That law firm prepared and recorded an assignment transferring ownership of U.S. Serial No. 87/092,848 for BUBBA KUSH BRAND from Matthew L. Berger to BK Brands, LLC in November 2019. A true, correct, and complete copy of the assignment is attached at Exhibit G.
12. BK Brands, LLC had been dissolved on May 16, 2018 and could not accept the transfer of this property.
13. Matthew L. Berger ended his relationship with the law firm of Keating Muething & Klekamp in January 2020.

14. Flener IP & Business Law formally took over as attorney of record for U.S. Serial No. 87/092,848 for BUBBA KUSH BRAND on January 3, 2020. A true, correct, and complete copy of the change of Power of Attorney is attached at Exhibit H.
15. Upon my review of the business dealings of Matthew L. Berger, I discovered that the November 2019 assignment recorded by Keating Muething & Klekamp had been improper.
16. I filed a Certificate of Correction with the State of Delaware on January 24, 2020 to revive BK Brands, LLC and address the need to transfer any remaining intellectual property back to Matthew L. Berger. A true, correct, and complete copy of the certificate is attached as Exhibit I.
17. Flener IP & Business Law filed a Petition to Director on March 25, 2020 with the U.S. Patent and Trademark Office to address the improper assignment. A true, correct and complete copy of the Petition to Director is attached as Exhibit J.
18. A Petition Decision was issued on June 2, 2020 requesting that BK Brands, LLC file corrective documents with the Trademark Assignment Branch. A true, correct and complete copy of the Petition to Director is attached as Exhibit K.
19. Flener IP & Business Law has prepared the corrective documents attached as Exhibits A through K to summarize the issue remaining with the recorded ownership of U.S. Serial No. 87/092,848 for BUBBA KUSH BRAND

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Dated June 1, 2021.

/s/   
James L. Judge

*Attorney, Flener IP & Business Law*



# Exhibit A

## Trademark/Service Mark Application, Principal Register

Serial Number: 87092848  
 Filing Date: 07/05/2016

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	87092848
<b>MARK INFORMATION</b>	
*MARK	BUBBA KUSH BRAND
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	BUBBA KUSH BRAND
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
<b>APPLICANT INFORMATION</b>	
*OWNER OF MARK	Matthew L. Berger
*STREET	755 E 19th Ave., Suite 112
*CITY	Denver
*STATE (Required for U.S. applicants)	Colorado
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants)	80203
<b>LEGAL ENTITY INFORMATION</b>	
TYPE	individual
COUNTRY OF CITIZENSHIP	United States
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
INTERNATIONAL CLASS	025
*IDENTIFICATION	Clothing, namely, headwear, hosiery, pants, shirts, shorts, socks, tops, jackets, sleepwear, and wristbands
FILING BASIS	SECTION 1(b)
<b>ADDITIONAL STATEMENTS SECTION</b>	
DISCLAIMER	No claim is made to the exclusive right to use BRAND apart from the mark as shown.
<b>ATTORNEY INFORMATION</b>	
NAME	Todd M. Oberdick
ATTORNEY DOCKET NUMBER	06788-T0001B

FIRM NAME	St. Onge Steward Johnston & Reens LLC
STREET	986 Bedford Street
CITY	Stamford
STATE	Connecticut
COUNTRY	United States
ZIP/POSTAL CODE	06905-5619
PHONE	203-324-6155
EMAIL ADDRESS	tm-pto@ssjr.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Andy I. Corea, Stephen P. McNamara, Gene S. Winter, Richard J. Basile, David W. Aldrich, Fritz L. Schweitzer, Jr., Fritz L. Schweitzer III, Steven B. Simonis, Benjamin J. Lehberger, Benjamin C. White, Tatyana Voloshchuk, Alyson J. DiLena, Bojuan Deng, Jonathan A. Winter, and Stephen S. Zimowski
<b>CORRESPONDENCE INFORMATION</b>	
NAME	Todd M. Oberdick
FIRM NAME	St. Onge Steward Johnston & Reens LLC
STREET	986 Bedford Street
CITY	Stamford
STATE	Connecticut
COUNTRY	United States
ZIP/POSTAL CODE	06905-5619
PHONE	203-324-6155
FAX	203-327-1096
*EMAIL ADDRESS	tm-pto@ssjr.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
<b>FEE INFORMATION</b>	
APPLICATION FILING OPTION	TEAS RF
NUMBER OF CLASSES	1
FEE PER CLASS	275
*TOTAL FEE DUE	275
*TOTAL FEE PAID	275
<b>SIGNATURE INFORMATION</b>	
SIGNATURE	/Matthew L. Berger/
SIGNATORY'S NAME	Matthew L. Berger
SIGNATORY'S POSITION	Owner
SIGNATORY'S PHONE NUMBER	/720-877-1833/
DATE SIGNED	07/01/2016



## Trademark/Service Mark Application, Principal Register

Serial Number: 87092848

Filing Date: 07/05/2016

### To the Commissioner for Trademarks:

**MARK:** BUBBA KUSH BRAND (Standard Characters, see mark)

The literal element of the mark consists of BUBBA KUSH BRAND.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Mathew L. Berger, a citizen of United States, having an address of  
755 E 19th Ave., Suite 112  
Denver, Colorado 80203  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 025: Clothing, namely, headwear, hosiery, pants, shirts, shorts, socks, tops, jackets, sleepwear, and wristbands  
Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

### Disclaimer

No claim is made to the exclusive right to use BRAND apart from the mark as shown.

### The applicant's current Attorney Information:

Todd M. Oberdick and Andy I. Corea, Stephen P. McNamara, Gene S. Winter, Richard J. Basile, David W. Aldrich, Fritz L. Schweitzer, Jr., Fritz L. Schweitzer III, Steven B. Simonis, Benjamin J. Lehberger, Benjamin C. White, Tatyana Voloshchuk, Alyson J. DiLena, Bojuan Deng, Jonathan A. Winter, and Stephen S. Zimowski of St. Onge Steward Johnston & Reens LLC 986 Bedford Street  
Stamford, Connecticut 06905-5619  
United States  
203-324-6155(phone)  
tm-pto@ssjr.com (authorized)

The attorney docket/reference number is 06788-T0001B.

### The applicant's current Correspondence Information:

Todd M. Oberdick  
St. Onge Steward Johnston & Reens LLC  
986 Bedford Street  
Stamford, Connecticut 06905-5619  
203-324-6155(phone)  
203-327-1096(fax)  
tm-pto@ssjr.com (authorized)

**E-mail Authorization:** I authorize the USPTO to send e-mail correspondence concerning the application to the applicant or applicant's attorney at the e-mail address provided above. I understand that a valid e-mail address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in an additional processing fee of \$50 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

### Declaration

The signatory believes that: if the applicant is filing the application under 15 U.S.C. § 1051(a), the applicant is the owner of the

trademark/service mark sought to be registered; the applicant is using the mark in commerce on or in connection with the goods/services in the application; the specimen(s) shows the mark as used on or in connection with the goods/services in the application; and/or if the applicant filed an application under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e), the applicant is entitled to use the mark in commerce; the applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the goods/services in the application. The signatory believes that to the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive. The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

**Declaration Signature**

Signature: /Matthew L Berger/ Date: 07/01/2016

Signatory's Name: Matthew L. Berger

Signatory's Position: Owner

RAM Sale Number: 87092848

RAM Accounting Date: 07/05/2016

Serial Number: 87092848

Internet Transmission Date: Tue Jul 05 11:11:26 EDT 2016

TEAS Stamp: USPTO/BAS-XX.XX.XX.XXX-20160705111126146

995-87092848-550b2a880ede16f7314db46a796

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-10143-20160701165404651493

# BUBBA KUSH BRAND

# Exhibit B



**OPERATING AGREEMENT  
OF  
BK BRANDS, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is entered as of 10/10/2017 2017 by BK BRANDS LLC, a Delaware limited liability company (the "Company") and the Persons listed on Exhibit A (the "Members").

**RECITALS:**

1. The Company was formed as a limited liability company pursuant to the Certificate of Formation (SR # 20176356003 File # 655138) filed with the Secretary of State of Delaware on September 27, 2017.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

**1.1 Definitions.** For purposes of this Agreement, the following underlined terms shall have the respective meanings ascribed to them.

(a) "Act" means the Delaware Limited Liability Company Act, as amended from time to time.

(b) "Agreement" means this Operating Agreement, as amended or modified from time to time.

(c) "Book Value" means the Company's adjusted basis for U.S. federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulations Section 1.704-1(b)(2)(iv)(d)-(g).

(d) "Capital Account" means an account established for each Member to which shall be (i) credited such Member's Capital Contributions, and (ii) charged the distributions made to such Member pursuant to this Agreement, as more fully described in Section 5.1. In the event the Members shall determine that it is prudent to modify or make adjustments to the Capital Accounts in order to comply with the Treasury Regulations, the Members may make such modification or adjustments; provided, however, that to the extent any such modification or adjustment is inconsistent with any provision of this Operating Agreement and would have a material adverse effect on any Member, such modification shall require the consent of such Member.

(e) "Capital Contributions" means, with respect to any Member, the amount of money and the initial Fair Market Value of any property that such Member contributes, or is deemed to have contributed, to the Company, including such Member's Initial Capital Contribution and

Additional Capital Contribution.

- a. "Initial Capital Contribution" means the initial the amount of money and Fair Market Value of any property contributed by a Member to the Company, as set forth in Exhibit A.
- b. "Additional Capital Contribution" means the amount of money and the Fair Market Value of any property contributed from time to time by a Member to the Company, not including such Member's Initial Capital Contribution, as set forth in Exhibit A.

(f) "Capital Proceeds" means the cash proceeds received by the Company from a Capital Transaction, which are not used by the Company to pay for the costs and expenses incurred in connection with the Capital Transaction, including, in the case of casualty or condemnation, the costs and expenses of collecting the insurance proceeds or the condemnation award, as the case may be. Capital Proceeds will include all payments of principal of, and interest on, any promissory note or other obligation received by the Company in connection with a Capital Transaction and will be increased by any reduction of reserves previously established out of Capital Proceeds

(g) "Capital Transaction" means a transaction in which the Company (i) borrows money, (ii) sells, exchanges or otherwise disposes of all or any part of its property, including a sale or other disposition pursuant to a condemnation, or (iii) receives the proceeds of property damage insurance, or any other transaction that is considered capital in nature.

(h) "Code" means the Internal Revenue Code of 1986, as amended, or any successor statute thereto.

(i) "Common Units" means a class of common membership interests in the Company that (i) represents an interest in the capital, profits, losses, gains, deductions, and credits of the Company arising subsequent to the issuance of such Units; (ii) is intended to constitute a "capital interest" within the meaning of the Code; (iii) shall be entitled to voting rights with respect to all matters submitted to the vote of the Members at the ratio of one vote for each Unit; and (iv) shall be entitled to the right of inspection of the Company's books and records for any reasonable purpose and at all reasonable times during any business day.

(j) "Company Property" means all assets of the Company.

(k) "Confidential Information" means information of a special and unique nature and value that is not generally known to the public or to others in the Company's industry, and/or that is proprietary to the Company whether patented, copyrighted, in paper format, digital format, blueprint, spreadsheet, photograph, or other format capable of conveying information which is or related to, without limitation, certain records, documentation, specifications, models, "know-how," strategies and development plans, marketing plans, recipes, customer and supplier lists, price lists, financial and other records of the Company, and other data and information of a similar nature related to the business of the Company

(l) "Economic Rights" means the rights to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, the Company, as it pertains

to a specific Unit, but does not include any rights of a Member, including, but not limited to, the right to vote or to participate in management.

(m) "Fair Market Value" or "FMV", as to any property, means the price, minus reasonable selling expenses, at which a willing seller would sell and a willing buyer would buy such property having full knowledge of the relevant facts and in possession of all material information, in an arm's-length transaction without time constraints, and without being under any compulsion to buy or sell. If the parties involved in a transaction requiring a determination of FMV are unable to agree to an amount within a reasonable time, the amount shall be determined by a mutually acceptable independent appraiser. If the parties are not able to select a mutually acceptable independent appraiser within thirty (30) days, each party shall select one appraiser experienced in conducting appraisals of assets similar to the property in question, and the independently selected appraisers shall elect amongst themselves the appraiser who is in the best position to determine Fair Market Value in accordance with this paragraph. The decision of the appraiser so selected shall be binding on the parties absent manifest error or fraud. The parties shall share equally the costs and fees of the appraiser who determines Fair Market Value.

(n) "Incapacity" means, with respect to a Member, the Member's inability to perform all of his customary duties on behalf of the Company for a period of more than one hundred eighty (180) consecutive days or more than two hundred seventy (270) days in the aggregate in any twelve (12) month period. In the event there is a question as to whether a Member has suffered an Incapacity, a licensed medical doctor designated by the Company shall make the final determination.

(o) "Involuntary Withdrawal" means, with respect to any Member, the occurrence of any of the following events: (i) the Member makes an assignment for the benefit of creditors; (ii) the Member files a voluntary petition of bankruptcy; (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding; (iv) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties; (vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (i) through (v); (vii) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated; (viii) if the Member is an individual, the Member's death or the adjudication by a court of competent jurisdiction that the Member is incompetent to manage the Member's person or property; (ix) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust; (x) if the Member is a partnership or limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company; (xi) if the Member is a corporation, the dissolution of the corporation or the

revocation of its charter; or (xii) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company. As used in this Agreement, the term "bankruptcy" includes any case, chapter, or proceeding under any chapter or section of Title 11 of the United States Code and any similar or replacement statute.

(p) "Member" means each of the Persons listed in Exhibit A hereof and any Person who subsequently is admitted as a Member of the Company. All Members shall be bound by this Agreement irrespective of whether or not the Person confirms the Agreement in writing.

(q) "Net Cash Flow" means, for any specified period, an amount equal to the sum of (i) all cash revenues received by the Company during such period from any source (including proceeds of rental or business interruption insurance, but excluding funds received as Capital Contributions or Capital Proceeds), and (ii) amounts set aside by the Members as reserves during earlier periods where, and to the extent, the Members determines during such period that such reserves are no longer reasonably necessary in the efficient conduct of the Company's business, reduced by the sum of (1) cash expenditures by the Company during such period and other costs and expenses in connection with the normal conduct of the Company's businesses, (2) all payments by the Company during such period of principal of and interest on loans, and other obligations of the Company for borrowed money, including loans made by a Member to the Company, (3) all cash expenditures by the Company during such period for the acquisition of property and for loan fees, whether or not capitalized, and (4) such reserves for working capital, maintenance, repairs, replacements, capital improvements, contingent or unforeseen liabilities or obligations and to meet anticipated expenses as the Members determine during such period are reasonably necessary in the efficient conduct of the Company's businesses, but only to the extent the payments and expenditures described are not made from funds received as Capital Contributions or Capital Proceeds.

(r) "Person" means an individual, corporation, trust, association, unincorporated association, estate, partnership, joint venture, limited partnership, limited liability company or other legal entity, including a governmental entity.

(s) "Tax Amount" means with respect to a fiscal year and with respect to each Member, an amount equal to the anticipated taxes with respect to Company income allocated to the Member for such fiscal year; provided that such anticipated taxes shall be computed based upon the assumptions that: (i) the Member is subject to the highest applicable marginal U.S. federal and state tax rates, taking into account the deductibility of U.S. state taxes, subject to any applicable limitations on deductibility, and the character of any income, gains, deductions, losses or credits, (ii) for purposes of determining the tax benefit of a deduction, loss or credit, the Member's only income, gains, losses, deductions and credits for such fiscal year and each prior fiscal year are income, gains, deductions, losses and credits attributable to its ownership interest in the Company, and (iii) any losses allocated to the Member by the Company in prior periods but not previously utilized as an offset against income or gains pursuant to this paragraph are available for offset against income and gains (to the extent permitted by applicable tax law) with respect to such fiscal year.

(t) "Unanimous Consent" means the prior written consent of all of the Members.

(u) "Unit" means an individual unit of membership interest in the Company. Each

class of Units shall have such privileges, preferences, obligations, and rights as set forth in this Agreement.

(v) "Unit Percentage" means, with respect to a Member, the amount, expressed as a percentage, equal to the number of Units owned by that Member divided by the aggregate number of outstanding Units.

## **ARTICLE 2. THE COMPANY GENERALLY**

**2.1 Formation.** The Company was organized as a Delaware limited liability company on September 27, 2017, by delivering Certificate of Formation to the Delaware Secretary of State in accordance with and pursuant to the Act.

**2.1 Name.** The name of the Company is BK Brands, LLC or such other name determined by the Members from time to time.

**2.2 Purpose.** The purpose of the Company is to engage in any and all lawful business, make any and all lawful investments and undertake such other activities related or incidental thereto as the Members may determine are in the interests of the Company that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in its business.

**2.3 Powers.** The Company has all powers of a limited liability company that are enumerated in the Act.

**2.4 Term.** The term of the Company shall be perpetual, unless the Company is earlier dissolved and its affairs wound up in accordance with the Act and this Agreement.

**2.5 Principal Place of Business.** The Company's principal place of business shall be at 5335 McConnell Avenue, Los Angeles, CA 90066 or such other place(s) as the Members may determine from time to time.

**2.6 Registered Office and Registered Agent.** The Company's initial registered office in the State of Delaware is 108 West 13<sup>th</sup> Street, Wilmington, DE 19801, and its registered agent is Business Filings Incorporated. The Members may change the registered office and the registered agent from time to time.

**2.7 Foreign Qualification.** Should the Company need authority to conduct business in any jurisdiction other than the State of Delaware, the Members shall cause the Company to comply with all requirements necessary to qualify the Company with authority to transact business in that jurisdiction.

**2.8 Member Information.** The Members' information is set forth in Exhibits A and B, as the same may be amended from time to time by the Members to give effect to issuances of additional Units, reductions in the number of outstanding Units and other changes permitted by this Agreement regarding the information set forth therein.

**2.9 Fiscal Year.** The fiscal year of the Company shall end on December 31 in each

Page Nos. 6-26 have been  
redacted from Exhibit B as they  
are irrelevant to the nature of  
this document

# Exhibit C

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453175

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Matthew Berger		10/10/2017	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BK BRANDS LLC		
<b>Street Address:</b>	5333 MCCONNELL AVE.		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90066		
<b>Entity Type:</b>	Limited Liability Company; DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87092848	BUBBA KUSH BRAND	
<b>Serial Number:</b>	86619939	BUBBA KUSH BRAND	
<b>Serial Number:</b>	86619949		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127247395		
<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>			
<b>Phone:</b>	3127248874		
<b>Email:</b>	ZFLENER@FLENERIPLAW.COM		
<b>Correspondent Name:</b>	FLENER IP LAW		
<b>Address Line 1:</b>	77 WEST WASHINGTON STREET		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60602		
<b>NAME OF SUBMITTER:</b>	ZAREEFA B. FLENER		
<b>SIGNATURE:</b>	/zareefabflener/		
<b>DATE SIGNED:</b>	12/05/2017		
<b>Total Attachments: 5</b>			
source=BK Brands LLC Operating Agreement EXECUTED 10-6-17#page27.tif			
source=BK Brands LLC Operating Agreement EXECUTED 10-6-17#page28.tif			
source=BK Brands LLC Operating Agreement EXECUTED 10-6-17#page29.tif			

OP 590.00 87092848



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source=BK Brands LLC Operating Agreement EXECUTED 10-6-17#page31.tif

**TRADEMARK PURCHASE AND  
ASSIGNMENT AGREEMENT**

**THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT** (this "Agreement"), dated 10/10/2017 is made and entered into by and among Matthew L. Berger, with an address at 755 East 19<sup>th</sup> Ave., Suite 112, Denver CO 80203, on the one hand ("Assignor"), and BK Brands, LLC, with an address at 5335 McConnell Ave., Los Angeles, CA 90066 a Delaware corporation ("Assignee"), on the other hand.

WITNESSETH:

WHEREAS, Assignor owns of all right, title and interest in and to the Marks (as such term is defined herein);

WHEREAS, the Assignor desires to sell and assign to Assignee and Assignee wishes to purchase and obtain Assignor's entire right, title and interest in and to the Marks;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. Assignor Marks. Assignor hereby irrevocably assigns all of its right, title and interest in the trademarks identified and set forth on Schedule A attached hereto and incorporated herewith (collectively, the "Marks") together with their goodwill of the business represented and symbolized thereby with all rights to any and all causes of action, to Assignee. Assignor acknowledges that, following such assignment, the Assignee shall be the owner of all right, title and interest in and to the Marks. Assignor will execute the Assignment attached hereto as Schedule B, and Assignee will record the assignment as it deems necessary and at its sole expense. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or register this assignment with the proper state and local regulatory agencies and authorities.

1.1 Assignor acknowledges that the Marks include, without limitation, all rights to use, modify and exploit the Marks; the right to exclude others from using any and all of the Marks; the right to license, assign, convey, and pledge any of the Marks to others; the right to sue others and to collect damages for past, present and future infringements of any of the Marks; the right to create derivatives of the Marks and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect rights in the Marks.

1.2 Assignor acknowledges that the Assignor is the owner of all right, title and interest in and to the Marks set forth on Schedule A and that such Marks are free and clear of any security interest or other lien or encumbrance of any kind.

1.3 Assignor represents, warrants and covenants that the Marks and their registrations (or impending registrations) do not violate any federal or state law, rule, or regulation, and that the transfer by Assignor to the Assignee as contemplated hereby shall transfer to Assignee good and marketable title to the Marks.

1.4 Assignor acknowledges that the assignment of the Marks to Assignor shall not result in the breach of any agreement to which the Assignor is a party, nor will such assignment result in the breach of any federal or state law and that no consent is required in connection with the transfer contemplated by this Agreement. Assignor shall not at any time do, or knowingly permit to be done, any act or thing that would impair the rights of the Assignee in and to the Marks or adversely affect the value or validity of the Marks, or use any confusingly similar trademarks to the Marks with any goods or services.

2. Consideration. The aggregate consideration payable by the Assignee for the assignment of the Marks shall be in an amount equal to \$10 (the "Purchase Price") payable in U.S. dollars upon the execution of this Agreement.
3. Notices. All notices, consents or other communications related to this Agreement or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the following mailing addresses:

Assignor:

Matthew L. Berger  
755 East 19<sup>th</sup> Ave.  
Suite 112  
Denver CO 80203

Assignee:

BK Brands, LLC  
5335 McConnell Ave.  
Los Angeles, CA 90066

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of sending.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any of the conflicts of law principles that would result in the application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.
5. Modification of Agreement and Waiver. This Agreement may not be amended except by a writing executed by the parties hereto.
6. Entire Agreement. This Agreement represents the entire agreement of the parties relating to the matters described in this Agreement, and no prior representations or agreements, whether written or oral, shall be binding on any party unless incorporated into this Agreement or agreed to by the party in a writing signed by the party on or after the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

Matthew L. Berger

DocuSigned by:  
*Matthew Berger*  
By: \_\_\_\_\_  
Name: MATTHEW L. BERGER

BK Brands, LLC

DocuSigned by:  
*Jeremy Green*  
By: \_\_\_\_\_  
Name: JEREMY GREEN  
Title: MANAGING MEMBER

**SCHEDULE A**  
**The "Marks"**

- U.S. Serial No. 87092848, mark: **BUBBA KUSH BRAND**
- U.S. Serial No. 86619939, mark: **BUBBA KUSH BRAND**
- U.S. Serial No. 86619949 (now Reg. No. 5,291,477), mark: **Miscellaneous Design**

**SCHEDULE B**  
**The Assignment**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
**TRADEMARK ASSIGNMENT**

WHEREAS, Matthew L. Berger, individually ("Assignor") owns the right, title and interest in and to the federal trademark applications and/or registrations identified in Schedule A hereto (the "Marks") and specifically U.S. Trademark Serial nos. 87092848, 86619939 and 86619949 now Reg. No. 5,291,477.

WHEREAS, BK Brands, LLC Inc., a Delaware corporation ("Assignee"), a corporation duly organized and existing under the laws of the State of Delaware, desires to acquire all right, title, and interest in and to the Marks, the applications and registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with their goodwill of the business represented and symbolized thereby with all rights to any and all causes of action.

10/10/2017

DATE

DocuSigned by:

By:

*Matthew Berger*

Matthew L. Berger

(00054519.2)

RECORDED: 12/05/2017

TRADEMARK  
REEL: 007357 FRAME: 0180  
REEL: 007357 FRAME: 0674

# Exhibit D

## Revocation, Appointment, and/or Change of Address of Attorney/Domestic Representative

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	87092848
REGISTRATION NUMBER	5312705
LAW OFFICE ASSIGNED	LAW OFFICE 111
ATTORNEY DOCKET NUMBER	3T10181
MARK SECTION	
MARK	BUBBA KUSH BRAND (see, <a href="https://tmng-al.uspto.gov/testing2/api/img/87092848/large">https://tmng-al.uspto.gov/testing2/api/img/87092848/large</a> )
<b>NEW ATTORNEY INFORMATION</b>	
STATEMENT TEXT	By submission of this request, the undersigned updates the attorney information of record.
NAME	ZAREEFA B. FLENER
FIRM NAME	FLENER IP & BUSINESS LAW
INTERNAL ADDRESS	SUITE 800
STREET	77 WEST WASHINGTON STREET, SUITE 800
CITY	CHICAGO
STATE	Illinois
COUNTRY	United States
POSTAL/ZIP CODE	60602
PHONE	3127248874
FAX	3127247395
EMAIL	ZFLENER@FLENERIPLAW.COM
ATTORNEY AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
NEW OTHER APPOINTED ATTORNEYS	SEAN SWIDLER, GEOFFREY CURLEY
<b>NEW DOMESTIC REPRESENTATIVE INFORMATION</b>	
STATEMENT TEXT	By submission of this request, the undersigned hereby appoints the following new domestic representative upon whom notices or process affecting the mark may be served or changes the address of an existing domestic representative of record:
NAME	ZAREEFA B. FLENER
FIRM NAME	FLENER IP & BUSINESS LAW
INTERNAL ADDRESS	7Suite 800
STREET	77 West Washington Street



CITY	CHICAGO
STATE	Illinois
COUNTRY	United States
POSTAL/ZIP CODE	60602
PHONE	3127248874
FAX	3127247395
EMAIL	ZFLENER@FLENERIPLAW.COM
REPRESENTATIVE AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
<b>NEW CORRESPONDENCE ADDRESS</b>	
NAME	ZAREEFA B. FLENER
FIRM NAME	FLENER IP & BUSINESS LAW
INTERNAL ADDRESS	7Suite 800
STREET	77 West Washington Street
CITY	CHICAGO
STATE	Illinois
COUNTRY	United States
POSTAL/ZIP CODE	60602
PHONE	3127248874
FAX	3127247395
EMAIL	ZFLENER@FLENERIPLAW.COM
AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
INDIVIDUAL ATTORNEY DOCKET/REFERENCE NUMBER	3T10181
<b>SIGNATURE SECTION</b>	
<b>SIGNATORY FILE</b>	
ORIGINAL PDF FILE	hw_9913091186-171851418 . Power of Attorney-signed.pdf
CONVERTED PDF FILE(S) (1 page)	WTICRS\EXPORT1\IMAGEOUT17\870928\87092848.xml17\RAA0002.JPG
SIGNATORY NAME	Jeremy Green
SIGNATORY POSITION	COO
SIGNATORY PHONE NUMBER	3125090506
<b>FILING INFORMATION SECTION</b>	
SUBMIT DATE	Tue Dec 05 17:26:37 EST 2017
TEAS STAMP	USPTO/RAA-XX.XXX.KX.XXX-2 0171205172637143014-87092 848-510f573d64eec6e31cc31 43cba2409a9df04472f8a6c80 7b316ce84980e857eb0-N/A-N /A-20171205171851418832



## Revocation, Appointment, and/or Change of Address of Attorney/Domestic Representative

To the Commissioner for Trademarks:

MARK: BUBBA KUSH BRAND (see, <https://tmng-a1.uspto.gov/resting2/api/img/87092848/large>)

SERIAL NUMBER: 87092848

REGISTRATION NUMBER: 5312705

ATTORNEY DOCKET NUMBER 3T10181

### Original Correspondence Address :

TODD M. OBERDICK  
ST. ONGE STEWARD JOHNSTON & REENS LLC  
986 BEDFORD STREET  
STAMFORD Connecticut 06905-5619  
US  
203-324-6155  
203-327-1096  
tm-pto@ssjr.com;bubba@bubbakushbrand.com

By submission of this request, the undersigned updates the attorney information of record. In addition, any additional previously-appointed attorneys that are currently listed in the application are replaced with the new "Other Appointed Attorneys" listed below.

### New attorney information:

ZAREEFA B. FLENER  
FLENER IP & BUSINESS LAW  
SUITE 800  
77 WEST WASHINGTON STREET, SUITE 800  
CHICAGO, Illinois 60602  
United States  
3127248874  
3127247395  
ZFLENER@FLENERIPLAW.COM (authorized)

### New Other Appointed Attorneys:

SEAN SWIDLER, GEOFFREY CURLEY

By submission of this request, the undersigned hereby appoints the following new domestic representative upon whom notices or process affecting the mark may be served or changes the address of an existing domestic representative of record:

### New domestic representative information:

ZAREEFA B. FLENER  
FLENER IP & BUSINESS LAW  
7Suite 800  
77 West Washington Street  
CHICAGO, Illinois 60602  
United States  
3127248874  
3127247395  
ZFLENER@FLENERIPLAW.COM (authorized)

### The following is to be used as the correspondence address:

ZAREEFA B. FLENER

FLENER IP & BUSINESS LAW  
7 Suite 800  
77 West Washington Street  
CHICAGO, Illinois 60602  
United States

3127248874  
3127247395  
ZFLENER@FLENERIPLAW.COM (authorized)  
The attorney docket/reference number is 3T10181.

**Original PDF file:**

hw\_9913091186-171851418\_Power\_of\_Atorney-signed.pdf

**Converted PDF file(s) (1 page)**

Signature File1

Signatory's Name: Jeremy Green

Signatory's Position: COO

Signatory's Phone Number: 3125090506

Serial Number: 87092848

Internet Transmission Date: Tue Dec 05 17:26:37 EST 2017

TEAS Stamp: USPTO/RAA-XX.XXX.XX.XXX-2017120517263714

3014-87092848-510f573d64e6c6e31cc3143cba

2409a9df04472f8a6c807b316ce84980e857eb0-

N/A-N/A-20171205171851418832

U.S. Application Nos.:

- 87092848 (Att. Dkt. No. 3T10181)
- 86619939 (Att. Dkt. No. 3T10182); and
- 86619949 (Att. Dkt. No. 3T10183)

Marks: BUBBA KUSH BRAND, BUBBA KUSH BRAND, and Miscellaneous Design

APPLICANT: BK Brands, LLC

Attorney of Record & Correspondence Information:

Tom M. Oberdick  
 St Onge Steward Jet AI  
 986 Bedford Street  
 Stamford, Connecticut 06905

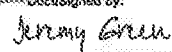
**DECLARATION FOR REVOCATION OF ATTORNEY  
 AND APPOINTMENT OF ATTORNEY/DOMESTIC REPRESENTATIVE**

By this submission, the undersigned REVOKES the power of attorney currently of record, as listed under the Mark of Information section, and hereby APPOINTS the following Attorney/Domestic Representative:

Name: Zareefa B. Flener  
 Firm name: FLENER IP LAW  
 Individual Attorney Docket/Reference no.: 3T10181, 3T10182 and 3T10183  
 Internal Address: Suite 800  
 Street Address: 77 West Washington Street  
 City, State and Zip Code: Chicago, IL 60602  
 Phone Number: 3127248874  
 Fax Number: 3127247395  
 Email address: [zflener@fleneriplaw.com](mailto:zflener@fleneriplaw.com)

The U.S. PTO is authorized to send official communications to the representative of the owner/holder via e-mail. The U.S. PTO is also authorized to send official communications to the owner/holder or its representative via email i.e. [zflener@fleneriplaw.com](mailto:zflener@fleneriplaw.com), [info@fleneriplaw.com](mailto:info@fleneriplaw.com), [fleneriplaw\\_docketing@cardinal-ip.com](mailto:fleneriplaw_docketing@cardinal-ip.com). The undersigned (whose title is supplied below) is authorized to act on behalf of the owner/holder.

SIGNATURE: \_\_\_\_\_

DocuSigned by:  
  
818C487C450247A

NAME: \_\_\_\_\_

Jeremy Green

POSITION/RELATIONSHIP TO OWNER: \_\_\_\_\_

COO BK Brands, LLC

SIGNATORY PHONE NUMBER: \_\_\_\_\_

# Exhibit E

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

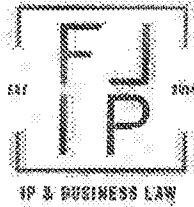
ETAS ID: TM540336

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BK Brands LLC		05/07/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Matthew L. Berger		
<b>Street Address:</b>	755 East 19th Avenue, Suite 112		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80203		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87092848	BUBBA KUSH BRAND	
<b>Serial Number:</b>	86619939	BUBBA KUSH BRAND	
<b>Serial Number:</b>	86619949		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	pnettnin@fleneriplaw.com		
<b>Correspondent Name:</b>	Paige Nettnin		
<b>Address Line 1:</b>	77 West Washington Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>NAME OF SUBMITTER:</b>		Zareefa B. Flener	
<b>SIGNATURE:</b>		/zareefabflener/	
<b>DATE SIGNED:</b>		09/11/2019	
<b>Total Attachments: 10</b>			
source=2019-9-10 Matthew Berger Reassignment Documents#page1.tif			
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source=2019-9-10 Matthew Berger Reassignment Documents#page10.tif





September 10, 2019

Director of the United States Patent and Trademark Office  
Assignment Recordation Branch  
P. O. Box 1450, Alexandria VA 22313-1450

Re: Reassignment of Applications and Registered Trademarks  
Serial Nos. 87092848, 86619939 and 86619949

Dear Director:

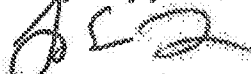
Pursuant to Section ~~2.3~~<sup>3.2</sup> of the Dissolution Agreement of BK Brands, LLC dated May 7, 2018, attached as Exhibit A, the ownership of the following Trademarks,

BUBBA KUSH BRAND, Serial Number ~~8704929~~ 87092848  
BUBBA KUSH BRAND, Serial Number 86619939  
[Design Mark], Serial Number 86619949,

§.2  
reverted to Matthew L. Berger (original owner). Please refer to Section ~~3.5~~<sup>3.2</sup> as evidence that these Marks have been reassigned by operation of the Dissolution Agreement from BK Brands, LLC to Matthew Berger (original owner). The original Assignment for these trademarks dated October 180, 2017 (attached as Exhibit B) was voided by operation of the Dissolution Agreement. Therefore, we request that the marks be reassigned from BK Brands, LLC to Matthew L. Berger (original owner and assignee), of 755 East 19<sup>th</sup> Avenue, Suite 112, Denver CO 80203.

I am available at [jjudge@fleneriplaw.com](mailto:jjudge@fleneriplaw.com) or 312-203-5649 if you need further clarification.

Very truly yours,



James E. Judge

Flener IP & Business Law  
77 West Washington Street, Suite 800, Chicago IL 60602  
+1-312-724-8874 (p), +1-312-7247395 (f), [www.fleneriplaw.com](http://www.fleneriplaw.com)

TRADEMARK  
REEL: ~~007357~~ TRADEMARK: 0247  
REEL: 007357 FRAME: 0685

**EXHIBIT A**

**Dissolution Agreement dated May 7, 2018**

**DISSOLUTION AGREEMENT**

THIS DISSOLUTION AGREEMENT (the "Agreement") is entered into effective as of the ~~XX~~ day of May 2018, by and among BK BRANDS LLC, a Delaware limited liability company (the "Company"), and the Persons listed in Exhibit A (The "Members"), which hold a combined sixty-six and two thirds unit percentage of the Company. The Company and the Members are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Members have entered into that certain Limited Liability Company Agreement of BK BRANDS LLC dated as of October 10, 2017, (the "LLC Agreement"); and

WHEREAS, pursuant to the LLC Agreement, the Parties thereto have agreed to terminate the relationships contemplated by the LLC Agreement and dissolve the Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

1. Defined Terms. Defined terms used in this Agreement without definition have the meanings given to such terms in the LLC Agreement. In addition, the following defined terms have the following meanings:

"Agreement" means this Dissolution Agreement, including the recitals and premises and any exhibits and schedules hereto, as in effect from time to time.

"Control(s)(ed)(ing)" mean, as applied to a referenced Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract or otherwise.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended (6 Del. C. § 18-101, et seq.).

"Person" means any individual, partnership, limited liability company, corporation, trust or other entity.

"Related Agreements" means each of the LLC Agreement, the Trademark Purchase and Assignment Agreement, and any other agreement among the Company, or any of the Members which specifies that it is a Related Agreement for purposes of the LLC Agreement or this Agreement.

2. Termination and Dissolution.

2.1. Termination of LLC Agreement. BK BRANDS LLC and its Members hereby elect to dissolve the Company pursuant to Article 10.1(c) of the LLC Agreement.

2.2. Dissolution Process. The Parties agree that the Company shall be liquidated and dissolved in accordance with Article 10.02 of the LLC Agreement and the Delaware Act. The dissolution will be effected by the Members, which will remain in place until the dissolution is complete. The Members will prepare or cause to be prepared and furnish to each Member the statement setting forth assets and liabilities of the Company and the manner in which the Company Property was liquidated and distributed, in accordance with Article 10.02 of the LLC Agreement.

2.3. Property and Investments of Members. All property and investments of the Members shall be returned to the respective Members to the extent possible. All ownership interests in property held by respective members that were transferred, sold, or otherwise assigned during the term of the LLC Agreement and all other Related Agreements shall revert back to their previous ownership, and the Parties agree to executed any document required by law or agreement to effectuate transfer of these ownership interests.

3. Intellectual Property and Work Product.

3.1. Company Developed IP. The Parties agree that no Company Intellectual Property has been developed.

3.2. Trademark Purchase and Assignment Agreement. The Parties acknowledge that the Trademark Purchase and Assignment agreement is hereby terminated pursuant to Section 5 of Trademark Purchase and Assignment Agreement. All trademarks or other intellectual property that was conveyed in the Trademark Purchase and Assignment Agreement shall be conveyed to the original assignor, Matthew L. Berger.

3.3. Work Product. If, after the dissolution is complete pursuant to the terms of Section 2.2 above, either Party identifies any work product that was created for the benefit of the Company that may be of interest to such Party, then the Party identifying such work product shall notify the other Party within a reasonable period of time thereafter of its interest in such work product. The Parties shall endeavor in good faith to agree on reasonable terms whereby the requesting Party may use all or a portion of such work product in the future consistent with this Agreement and the surviving provisions of the Related Agreements.

4. Releases.

4.1. Release of Parties. Each of the Parties, both for itself and for its Affiliates, and any successors and assigns of any of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby fully and completely forever release and discharge one another from any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, expenses, executions, affirmative defenses, demands and other obligations or liabilities whatsoever, in law or equity, whether known or unknown, fixed or contingent, which any of the Parties ever had, now have or may have against one another, based on or arising out of any matter, cause, act or omission whatsoever, occurring or existing at any time up to and including the date hereof, provided, however, that the foregoing shall not release any Person from (a) any obligation of such Person under any provision of this Agreement arising on or after the date hereof, including any liabilities assumed by such Person thereunder or to be settled by such Person as provided in accordance with the provisions of this Agreement, and (b) any obligation of such Person under any provision of any of the Related Agreements arising on or after the date of this Agreement.

5. Expenses

Each of the Parties hereby shall be responsible for their own fees and expenses incurred in connection with the consummation of the transactions contemplated by this Agreement, including fees and expenses of their respective accounting, financial, legal and other advisors.

6. Liquidating Distributions

The Members shall wind up the affairs of the Company. Upon the winding up and termination of the Company in accordance with the Act, the assets of the Company shall be distributed in the following order:

- (a) first, to the payment of the debts and liabilities of the Company (including debts and liabilities of the Company to any Member) and the expenses of liquidation;
- (b) second, to the creation of any reserves which the Members, in their sole discretion, determine are reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Company or the Members (to the extent the Company is liable therefor) arising out of or in connection with the business and operation of the Company;

- (c) third, to the Members on a pari passu basis in proportion to their respective Unit Percentages.

7. Accounting and Reserves

The manager shall identify an independent accountant to complete the Final Statement. The manager shall provide all financial information to an independent accountant. The reserves will be based on the current account and assets of the Company. The members each have one option to veto the selection of the independent accountant and submit an alternative. The Manager will provide the name and contact information of the independent accountant to each of the members.

8. Final Statement

Within a reasonable time following the completion of the liquidation of Company Property, the independent accountants shall supply to each of the Members a statement reviewed by the Company's independent accountants which shall set forth the assets and liabilities of the Company as of the date of complete liquidation, each Member's and Unit holder's pro rata portion of distributions pursuant to Section LIQUIDATING DISTRIBUTIONS and the amount of cash reserves maintained pursuant to Section LIQUIDATING DISTRIBUTIONS.

9. Company Assets Only

Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for all distributions with respect to the Company, its Initial and Additional Capital Contributions thereto and share of profits or losses thereof, and shall have no recourse therefor (upon dissolution or otherwise) against any other Member. No Member shall have any right to demand or receive property other than cash upon dissolution and termination of the Company.

10. Certificate of Dissolution

Upon the dissolution and the completion of the winding up of the Company, the Company shall terminate and the Manager shall execute and file in the office of the Delaware Secretary of State a Certificate of Dissolution as well as any and all other documents required to effectuate the dissolution and termination of the Company.

11. Disclosures and Publicity

The Parties hereby agree that all public disclosures concerning the parties or transactions contemplated by this Agreement and the Related Agreements, such as press releases or written information distributed to financial intermediaries, shall require unanimous prior approval of the Members. However, to the extent any Party determines in the exercise of its good faith judgment that any such disclosure is required by law, such Party shall be entitled after notice to the other Parties to make such disclosure even if it has not obtained such approval.

12. Miscellaneous

12.1. Entire Agreement. This Agreement, together with those provisions of the Related Agreements that survive the execution and delivery of this Agreement, constitute the entire agreement among the Parties with respect to the subject matter hereof and merges and replace all prior negotiations, discussions, offers, representations, warranties, covenants, and agreements of the Parties in respect of such subject matter.

12.2. Amendment; Waiver. This Agreement may be amended only by a written instrument signed by all of the Parties. The failure of any Party to insist on one or more occasion upon strict performance by the other Party of any of its obligations hereunder shall not constitute a waiver, release, or amendment of such Party's right to insist upon strict performance of such obligations on future occasions.

12.3. Notices. Notices to any of the Parties pursuant to, or in connection with, this Agreement shall be given in accordance with the notice provisions provided by the LLC Agreement.

12.4. Governing Law. Etc. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws, including all legal and equitable relief, without regard to its conflict of laws rules.

12.5. Waiver of Certain Damages. EACH OF THE PARTIES HERETO TO THE FULLEST EXTENT PERMITTED BY LAW IRREVOCABLY WAIVES ANY RIGHTS THAT IT MAY HAVE TO PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES IN RESPECT OF ANY LITIGATION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY OF THE RELATED AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF ANY OF THEM RELATING THERETO.

12.6. Sections and Section Headings. The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.

12.7. Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor the obligations of any Party hereunder shall be assignable or transferable by such Party without the prior written consent of the other Parties hereto.

12.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party.

12.10. Severability. The invalidity or unenforceability of any particular provision of this Agreement or any Related Agreement shall not affect the other provisions hereof or thereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted from such agreement.

13. Execution of Agreement

This Agreement may be executed by DocuSign and is not complete nor enforceable until 667 of the 1000 membership units has signed and "Accept".

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

**MEMBERS**

DocuSigned by:  
Jeremy Green 5/7/2018 5:55:38 AM PDT  
118C40  
Vantage Technology Corp.  
By its COO Jeremy Green

DeAnnon Paonessa  
Prospect Hubba Kush, LLC,  
a Delaware limited liability company  
By: DeAnnon Paonessa, Managing Member

DocuSigned by:  
Matt Berger 5/3/2018  
121807  
Matt Berger

Paul Holbert

DocuSigned by:  
Lance Phillips 5/3/2018  
1B80C7  
Lance Phillips

**EXHIBIT A**

**MEMBERSHIP UNITS OF BK BRANDS, LLC**

<b>Member</b>	<b>Common Units</b>	<b>Unit Percentage (Fully Diluted)</b>
Avanzato Technology Corp.	240	24.00%
Prospect Bubba Kush, LLC	290	29.00%
Matt Berger	215	21.50%
Paul Holbert	215	21.50%
Lane Phillips	40	4.00%
<b>TOTALS</b>	<b>1000</b>	<b>100.00%</b>



**EXHIBIT B**

Trademark Assignment dated October 10, 2017

**SCHEDULE B  
The Assignment**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK ASSIGNMENT**

WHEREAS, Matthew L. Berger, individually ("Assignor") owns the right, title and interest in and to the federal trademark applications and/or registrations identified in Schedule A hereto (the "Marks") and specifically U.S. Trademark Serial nos. 87092848, 86619939 and 86619949 now Reg. No. 5,291,477.

WHEREAS, BK Brands, LLC Inc., a Delaware corporation ("Assignee"), a corporation duly organized and existing under the laws of the State of Delaware, desires to acquire all right, title, and interest in and to the Marks, the applications and registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with their goodwill of the business represented and symbolized thereby with all rights to any and all causes of action.

10/10/2017

DATE

DocuSigned by:  
Matthew Berger

By:

Matthew L. Berger

(00054539.2)

RECORDED: 09/11/2019

TRADEMARK  
REEL: 007357 FRAME: 0256  
TRADEMARK  
REEL: 007357 FRAME: 0694

# Exhibit F

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO Form 2169 (Rev. 04/2009)  
 OMB No. 0651-0058 (Exp. 11/30/2009)

## Revocation, Appointment, and/or Change of Address of Attorney/Domestic Representative

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	87092848
REGISTRATION NUMBER	5312705
LAW OFFICE ASSIGNED	LAW OFFICE 111
ATTORNEY DOCKET NUMBER	CA4842IP0001
MARK SECTION	
MARK	BUBBA KUSH BRAND (see. <a href="https://img-al.uspto.gov/resting2/api/img/87092848/large">https://img-al.uspto.gov/resting2/api/img/87092848/large</a> )
CURRENT ATTORNEY ADDRESS	
NAME	ZAREEFA B. FLENER
ATTORNEY BAR MEMBERSHIP NUMBER	NOT SPECIFIED
YEAR OF ADMISSION	NOT SPECIFIED
U.S. STATE/ COMMONWEALTH/ TERRITORY	NOT SPECIFIED
FIRM NAME	Fleener IP & Business Law
INTERNAL ADDRESS	Suite 800
STREET	77 West Washington Street
CITY	Chicago
STATE	Illinois
COUNTRY	US
POSTAL/ZIP CODE	60602
PHONE	3127248874
FAX	3127247395
EMAIL	ZFLENER@FLENERIPLAW.COM
ATTORNEY AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
CURRENT CORRESPONDENCE ADDRESS	
NAME	Zareefa B. Fleener
FIRM NAME	Fleener IP & Business Law
INTERNAL ADDRESS	Suite 800
STREET	77 West Washington Street
CITY	Chicago
STATE	Illinois
COUNTRY	US

POSTAL/ZIP CODE	60602
PHONE	3127248874
FAX	3127247395
EMAIL	zflener@fleneriplaw.com; info@fleneriplaw.com; fleneriplaw_docketing@cardinal-ip.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
<b>NEW ATTORNEY INFORMATION</b>	
STATEMENT TEXT	By submission of this request, the undersigned REVOKES the power of attorney currently of record, as listed above, and hereby APPOINTS the following new attorney.
NAME	J. Michael Hurst
ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
FIRM NAME	Keating Muething & Klekamp PLL
STREET	One East Fourth Street, Suite 1400
CITY	Cincinnati
STATE	Ohio
COUNTRY	United States
POSTAL/ZIP CODE	45202
PHONE	513-562-1401
FAX	513-579-6457
EMAIL	mhurst@kmklaw.com
ATTORNEY AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
INDIVIDUAL ATTORNEY DOCKET/REFERENCE NUMBER	CA4842IP0001
OTHER APPOINTED ATTORNEY	J. Michael Hurst, Megan C. Hymore, Mark E. Musekamp, Margaret M. Johnson, and Keating Muething & Klekamp PLL
<b>NEW CORRESPONDENCE INFORMATION</b>	
NAME	J. Michael Hurst
FIRM NAME	Keating Muething & Klekamp PLL
STREET	One East Fourth Street, Suite 1400
CITY	Cincinnati
STATE	Ohio
COUNTRY	United States
POSTAL/ZIP CODE	45202
PHONE	513-562-1401
FAX	513-579-6457
EMAIL	mhurst@kmklaw.com

AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
INDIVIDUAL ATTORNEY DOCKET/REFERENCE NUMBER	CA4842IP0001
<b>SIGNATURE SECTION</b>	
SIGNATURE	/edward m. schmults/
SIGNATORY NAME	Edward M. Schmults
SIGNATORY DATE	11/04/2019
SIGNATORY POSITION	Owner's Representative
<b>FILING INFORMATION SECTION</b>	
SUBMIT DATE	Mon Nov 04 15:45:33 EST 2019
TEAS STAMP	USPTO/RAA-XXX.XXX.XX.X-20 191104154533826610-870928 48-7002c166ab33194b86bf17 d07140bbf5c8586e4da54832e 4c4e837a54ba809fe-N/A-N/A -20191104154254249034

## Revocation, Appointment, and/or Change of Address of Attorney/Domestic Representative

To the Commissioner for Trademarks:

**MARK:** BUBBA KUSH BRAND (see, <https://tmng-al.uspto.gov/resting2/api/img/87092848/large>)

**SERIAL NUMBER:** 87092848

**REGISTRATION NUMBER:** 5312705

### Current Attorney Information:

ZAREEFA B. FLENER, Flener IP & Business Law

is located at

Suite 800

77 West Washington Street

Chicago, Illinois 60602

US

3127248874

3127247395

ZFLENER@FLENERIPLAW.COM (authorized)

xxThe attorney docket/reference number is CA4842IP0001.

### Current Correspondence Information:

Zareefa B. Flener

Flener IP & Business Law

Suite 800

77 West Washington Street

Chicago, Illinois 60602

US

3127248874

3127247395

zflener@fleneriplaw.com;info@fleneriplaw.com;fleneriplaw\_docketing@cardinal-ip.com (authorized)

By submission of this request, the undersigned REVOKES the power of attorney currently of record, as listed above, and hereby APPOINTS the following new attorney. In addition, any additional previously-appointed attorneys that are currently listed in the application are replaced with the new "Other Appointed Attorneys" listed below.

### New Attorney information:

J. Michael Hurst and J. Michael Hurst, Megan C. Hymore, Mark E. Musekamp, Margaret M. Johnson, and Keating Muething & Klekamp PLL,

Keating Muething & Klekamp PLL

XX bar, admitted in XXXX, bar membership no. XXX, is located at

One East Fourth Street, Suite 1400

Cincinnati, Ohio 45202

United States

513-562-1401

mhurst@kmklaw.com (not authorized)

J. Michael Hurst submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

### New Correspondence Information:

J. Michael Hurst

Keating Muething & Klekamp PLL

One East Fourth Street, Suite 1400

Cincinnati, Ohio 45202

United States

513-562-1401

513-579-6457

mhurst@kmklaw.com (authorized)

The attorney docket/reference number is CA4842IP0001.

Signature: /edward m. schmults/ Date: 11/04/2019

Signatory's Name: Edward M. Schmults

Signatory's Position: Owner's Representative

Serial Number: 87092848

Internet Transmission Date: Mon Nov 04 15:45:33 EST 2019

TEAS Stamp: USPTO/RAA-XXX.XXX.XX.X-20191104154533826

610-87092848-7002e166ab33194b86bf17d0714

0bbf5c8586e4da54832e4e837a54ba809fe-N/

A-N/A-20191104154254249034



# Exhibit G

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548098

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Matthew L. Berger		11/01/2019	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BK Brands LLC		
<b>Street Address:</b>	5333 McConnell Avenue		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90066		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5312705	BUBBA KUSH BRAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5135796457		
<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>			
<b>Phone:</b>	5135621401		
<b>Email:</b>	mhurst@kmklaw.com		
<b>Correspondent Name:</b>	J. Michael Hurst		
<b>Address Line 1:</b>	One East Fourth Street, Suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	J. Michael Hurst		
<b>SIGNATURE:</b>	/j. michael hurst/		
<b>DATE SIGNED:</b>	11/05/2019		
<b>Total Attachments: 1</b>			
source=Executed BUBBA KUSH Assignment#page1.tif			

OP 540.00 5312705

## Trademark Assignment

This Trademark Assignment is made and entered into this 1<sup>st</sup> day of November, 2019, by and between Matthew L. Berger, an individual with an address of 755 East 19<sup>th</sup> Avenue, Suite 112, Denver, Colorado, 80203 ("Assignor"), and BK Brands LLC, a Delaware limited liability company located at 5333 McConnell Avenue, Los Angeles, California, 90066 ("Assignee").

Whereas, Assignor has adopted and is the exclusive owner of all right, title and interest in and to BUBBA KUSH BRAND, Registration No. 5312705, which is referred to hereinafter as the "Mark," and

Whereas, Assignee desires to acquire all right, title and interest in and to the Mark, along with the goodwill associated therewith.

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Mark, together with the goodwill symbolized by the Mark, and the registrations, applications and/or common law uses thereof.

In Witness Whereof, the Assignor has caused this instrument to be duly executed as of the day and year first written above.

By: \_\_\_\_\_

Matthew L. Berger



# Exhibit H

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PFD Form 2166 (July 2006)  
 OMB No. 0001-0006 / Exp. 11/30/2009

## Revocation, Appointment, and/or Change of Address of Attorney/Domestic Representative

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	87092848
REGISTRATION NUMBER	5312705
LAW OFFICE ASSIGNED	LAW OFFICE 111
ATTORNEY DOCKET NUMBER	3T10182
MARK SECTION	
MARK	BUBBA KUSH BRAND (see, <a href="https://tmng-a1.uspto.gov/resting2/api/img/87092848/large">https://tmng-a1.uspto.gov/resting2/api/img/87092848/large</a> )
CURRENT ATTORNEY ADDRESS	
NAME	J. Michael Hurst
ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
FIRM NAME	Keating Muething & Klekamp PLL
STREET	One East Fourth Street, Suite 1400
CITY	Cincinnati
STATE	Ohio
COUNTRY	US
POSTAL/ZIP CODE	45202
PHONE	513-562-1401
FAX	513-579-6457
EMAIL	mhurst@kmlaw.com
ATTORNEY AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
CURRENT CORRESPONDENCE ADDRESS	
NAME	J. Michael Hurst
FIRM NAME	Keating Muething & Klekamp PLL
STREET	One East Fourth Street, Suite 1400
CITY	Cincinnati
STATE	Ohio

COUNTRY	US
POSTAL/ZIP CODE	45202
PHONE	513-562-1401
FAX	513-579-6457
EMAIL	mhurst@kmklaw.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
<b>NEW CORRESPONDENCE INFORMATION</b>	
STATEMENT TEXT	By submission of this request, the undersigned REVOKES the power of attorney currently of record, as listed above, and hereby APPOINTS the following new attorney:
NAME	Lisa A. Harkins
ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
FIRM NAME	Flener IP & Business Law
STREET	77 West Washington Street, Suite 800
CITY	Chicago
STATE	Illinois
COUNTRY	United States
POSTAL/ZIP CODE	60602
PHONE	312-724-8874
FAX	312-724-7395
EMAIL	info@feneriplaw.com
ATTORNEY AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
INDIVIDUAL ATTORNEY DOCKET/REFERENCE NUMBER	3T10182
OTHER APPOINTED ATTORNEY	Zareefa B. Flener
<b>NEW CORRESPONDENCE INFORMATION</b>	
NAME	Lisa A. Harkins
FIRM NAME	Flener IP & Business Law
STREET	77 West Washington Street, Suite 800
CITY	Chicago
STATE	Illinois
COUNTRY	United States
POSTAL/ZIP CODE	60602

PHONE	312-724-8874
FAX	312-724-7395
EMAIL	info@fleneriplaw.com; lharkins@fleneriplaw.com; zflener@fleneriplaw.com; fleneriplaw_docketing@cardinal-ip.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL	YES
INDIVIDUAL ATTORNEY DOCKET/REFERENCE NUMBER	3T10182
<b>SIGNATURE SECTION</b>	
SIGNATORY FILE	
ORIGINAL PDF FILE	hw_75323237-171518721_2020-01-31_Signed_Change_of_Attorney_Form_for_Matt_Berger.pdf
CONVERTED PDF FILE(S) (5 pages)	\\TICRS\EXPORT\17\IMAGEOUT\17\870\928\87092848\xml\23\RAA0002.JPG
	\\TICRS\EXPORT\17\IMAGEOUT\17\870\928\87092848\xml\23\RAA0003.JPG
	\\TICRS\EXPORT\17\IMAGEOUT\17\870\928\87092848\xml\23\RAA0004.JPG
	\\TICRS\EXPORT\17\IMAGEOUT\17\870\928\87092848\xml\23\RAA0005.JPG
	\\TICRS\EXPORT\17\IMAGEOUT\17\870\928\87092848\xml\23\RAA0006.JPG
SIGNATORY NAME	Matt Berger
SIGNATORY POSITION	Individual
<b>FILING INFORMATION SECTION</b>	
SUBMIT DATE	Fri Jan 31 17:25:38 EST 2020
TEAS STAMP	USPTO/RAA-XX.X.XXX.XX-202 00131172538753632-8869118 1-7008f6776c5366cbc6986b2 23656fa6e92c11c5523377ed4 f7d237dfe02c788cb8-N/A-N/ A-20200131171518721010

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PFD Form 2153 (Rev. 06/2009)  
OMB No. 0601-0059 (Exp. 11/30/2020)

## Revocation, Appointment, and/or Change of Address of Attorney/Domestic Representative

To the Commissioner for Trademarks:

**MARK:** BUBBA KUSH BRAND (see, <https://tmng-al.uspto.gov/resting2/api/img/87092848/large>)

**SERIAL NUMBER:** 87092848

**REGISTRATION NUMBER:** 5312705

### Current Attorney Information:

J. Michael Hurst, Keating Muething & Klekamp PLL  
XX bar, admitted in XXXX, bar membership no. XXX, is located at  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
US  
513-562-1401  
513-579-6457  
mhurst@kmklaw.com (authorized)  
xxThe attorney docket/reference number is 3T10182.

### Current Correspondence Information:

J. Michael Hurst  
Keating Muething & Klekamp PLL  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
US  
513-562-1401  
513-579-6457  
mhurst@kmklaw.com (authorized)

By submission of this request, the undersigned REVOKES the power of attorney currently of record, as listed above, and hereby APPOINTS the following new attorney: In addition, any additional previously-appointed attorneys that are currently listed in the application are replaced with the new "Other Appointed Attorneys" listed below.

### New Attorney information:

Lisa A. Harkins and Zareefa B. Flener, Flener IP & Business Law  
XX bar, admitted in XXXX, bar membership no. XXX, is located at  
77 West Washington Street, Suite 800  
Chicago, Illinois 60602  
United States  
312-724-8874  
info@fleneriplaw.com (not authorized)

Lisa A. Harkins submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

### New Correspondence Information:

Lisa A. Harkins  
Flener IP & Business Law  
77 West Washington Street, Suite 800  
Chicago, Illinois 60602  
United States  
312-724-8874  
312-724-7395  
info@fleneriplaw.com;lharkins@fleneriplaw.com; zflener@fleneriplaw.com; fleneriplaw\_docketing@cardinal-ip.com (authorized)  
The attorney docket/reference number is 3T10182.



**Original PDF file:**

hw\_75323237-171518721\_2020-01-31\_Signed\_Change\_of\_Attorneys\_Form\_for\_Matt\_Berger.pdf

**Converted PDF file(s) (5 pages)**

Signature File1

Signature File2

Signature File3

Signature File4

Signature File5

Signatory's Name: Matt Berger

Signatory's Position: Individual

Serial Number: 87092848

Internet Transmission Date: Fri Jan 31 17:25:38 EST 2020

TEAS Stamp: USPTO/RAA-XX.X.XXX.XX-202001311725387536

32-88691181-7008f6776c5366cbc6986b223656

fa6e92c11c5523377ed4f7d237dfe02c788cb8-N

/A-N/A-20200131171518721010

**Revocation, Appointment, and/or Change of Address of  
Attorney/Domestic Representative**

**Handwritten Signature**

**To the Commissioner for Trademarks:**

**MARK:** BK BUBBA KUSH BRAND (stylized and/or with design, see mark)  
**SERIAL NUMBER:** 88691181

**Current Attorney Information:**

J. Michael Hurst, KEATING MUETHING & KLEKAMP PLL  
Ohio bar, admitted in 1999, bar membership no. 0070828, is located at  
ONE EAST FOURTH STREET, SUITE 1400  
CINCINNATI, Ohio 45202  
US  
513-562-1401  
5135796457  
mhurst@kmklaw.com (authorized)  
The attorney docket/reference number is 3T10582.

**Current Correspondence Information:**

J. MICHAEL HURST  
KEATING MUETHING & KLEKAMP PLL  
ONE EAST FOURTH STREET, SUITE 1400  
CINCINNATI, Ohio 45202  
US  
513-562-1401  
5135796457  
mhurst@kmklaw.com (authorized)

**MARK:** BUBBA KUSH BRAND (see, mark)  
**SERIAL NUMBER:** 88691165

**Current Attorney Information:**

J. Michael Hurst, KEATING MUETHING & KLEKAMP PLL  
Ohio bar, admitted in 1999, bar membership no. 0070828, is located at  
ONE EAST FOURTH STREET, SUITE 1400  
CINCINNATI, Ohio 45202  
US  
513-562-1401  
5135796457  
mhurst@kmklaw.com (authorized)  
The attorney docket/reference number is 3T10583.

**Current Correspondence Information:**

J. MICHAEL HURST  
KEATING MUETHING & KLEKAMP PLL  
ONE EAST FOURTH STREET, SUITE 1400

CINCINNATI, Ohio 45202  
US  
513-562-1401  
5135796457  
mhurst@kmklaw.com (authorized)

**MARK: BUBBA BERGER (see, [mark](#))**  
**SERIAL NUMBER: 88691153**

**Current Attorney Information:**

J. Michael Hurst, KEATING MUETHING & KLEKAMP PLL  
Ohio bar, admitted in 1999, bar membership no. 0070828, is located at  
ONE EAST FOURTH STREET, SUITE 1400  
CINCINNATI, Ohio 45202  
US  
513-562-1401  
5135796457  
mhurst@kmklaw.com (authorized)  
The attorney docket/reference number is 3T10584.

**Current Correspondence Information:**

J. MICHAEL HURST  
KEATING MUETHING & KLEKAMP PLL  
ONE EAST FOURTH STREET, SUITE 1400  
CINCINNATI, Ohio 45202  
US  
513-562-1401  
5135796457  
mhurst@kmklaw.com (authorized)

**MARK: MATT BUBBA BERGER (see, [mark](#))**  
**SERIAL NUMBER: 88691138**

**Current Attorney Information:**

J. Michael Hurst, KEATING MUETHING & KLEKAMP PLL  
Ohio bar, admitted in 1999, bar membership no. 0070828, is located at  
ONE EAST FOURTH STREET, SUITE 1400  
CINCINNATI, Ohio 45202  
US  
513-562-1401  
5135796457  
mhurst@kmklaw.com (authorized)  
The attorney docket/reference number is 3T10585.

**Current Correspondence Information:**

J. MICHAEL HURST  
KEATING MUETHING & KLEKAMP PLL  
ONE EAST FOURTH STREET, SUITE 1400  
CINCINNATI, Ohio 45202  
US  
513-562-1401  
5135796457  
mhurst@kmklaw.com (authorized)

**MARK:** BUBBA KUSH BRAND (see, [mark](#))  
**SERIAL NUMBER:** 87092848  
**REGISTRATION NUMBER:** 5312705

**Current Attorney Information:**

J. Michael Hurst, Keating Muething & Kiekamp PLL  
Ohio bar, admitted in 1999, bar membership no. 0070828, is located at  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
US  
513-562-1401  
513-579-6457  
mhurst@kmlaw.com (authorized)  
The attorney docket/reference number is 3T10182.

**Current Correspondence Information:**

J. Michael Hurst  
Keating Muething & Kiekamp PLL  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
US  
513-562-1401  
513-579-6457  
mhurst@kmlaw.com (authorized)

**MARK:** BK BUBBA KUSH BRAND (stylized and/or with design, see [mark](#))  
**SERIAL NUMBER:** 87762060

**Current Attorney Information:**

J. Michael Hurst, Keating Muething & Kiekamp PLL  
Ohio bar, admitted in 1999, bar membership no. 0070828, is located at  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
US  
513-562-1401  
513-579-6457  
mhurst@kmlaw.com (authorized)  
The attorney docket/reference number is 3T10308.

**Current Correspondence Information:**

J. Michael Hurst  
Keating Muething & Kiekamp PLL  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
US  
513-562-1401  
513-579-6457  
mhurst@kmlaw.com (authorized)

**MARK:** BUBBA KUSH BRAND (see, [mark](#))  
**SERIAL NUMBER:** 86619939  
**REGISTRATION NUMBER:** 5880275

**Current Attorney Information:**

J. Michael Hurst, Keating Muething & Kiekamp PLL  
Ohio bar, admitted in 1999, bar membership no. 0070828, is located at  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
US  
513-562-1401  
513-579-6457  
mhurst@kmlaw.com (authorized)  
The attorney docket/reference number is 3T10181.

**Current Correspondence Information:**

J. Michael Hurst  
Keating Muething & Kiekamp PLL  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
US  
513-562-1401  
513-579-6457  
mhurst@kmlaw.com (authorized)

By submission of this request, the undersigned REVOKES the power of attorney currently of record, as listed above, and hereby APPOINTS the following new attorney. In addition, any additional previously-appointed attorneys that are currently listed in the application are replaced with the new "Other Appointed Attorneys" listed below.

**New Attorney Information:**

Lisa A. Harkins and Zareefa B. Flener, Flener IP & Business Law  
Illinois bar, admitted in 2015, bar membership no. 6319218, is located at  
77 West Washington Street, Suite 800  
Chicago, Illinois 60602  
United States  
312-724-8874  
info@fleneriplaw.com (not authorized)

Lisa A. Harkins submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

**New Correspondence Information:**

Lisa A. Harkins  
Flener IP & Business Law  
77 West Washington Street, Suite 800  
Chicago, Illinois 60602  
United States  
312-724-8874  
312-724-7395  
info@fleneriplaw.com;lharkins@fleneriplaw.com; zflener@fleneriplaw.com;  
fleneriplaw\_docketing@cardinal-ip.com (authorized)  
The attorney docket/reference number for 88691181 is 3T10582.  
The attorney docket/reference number for 88691185 is 3T10583.  
The attorney docket/reference number for 88691153 is 3T10584.  
The attorney docket/reference number for 88691138 is 3T10585.  
The attorney docket/reference number for 87092848 is 3T10182.  
The attorney docket/reference number for 87762060 is 3T10306.

The attorney docket/reference number for 66619939 is 3T10181.

**Revocation, Appointment, and/or Change of Address of  
Attorney/Domestic Representative**

**Handwritten Signature**

Signature Section:

Signature:

A handwritten signature in black ink, appearing to be 'Matt Berger', written over a horizontal line. The signature is stylized and includes a long horizontal flourish extending to the right.

Date:

1/21/2020

Signatory's Name: Matt Berger

Signatory's Position: Individual

# Exhibit I

**State of Delaware  
Certificate of Correction  
of a Limited Liability Company  
to be filed pursuant to Section 18-211(a)**

1. The name of the Limited Liability Company is: \_\_\_\_\_  
BK Brands LLC

2. That a Certificate of Cancellation was filed by the Secretary of State of Delaware on 5/16/2018 and that said Certificate requires correction as permitted by Section 18-211 of the Limited Liability Company Act.

3. The inaccuracy or defect of said Certificate is: (must give specific reason)

The company was dissolved in error prior to distributing all of its property, specifically, several pending trademark applications. The applications were filed in the US Patent and Trademark Office and remain pending, but the company has no existence, and therefore no authority to continue prosecution or to assign the applications to another party to continue prosecution. Therefore, the company needs to be revived in order to have that authority.

4. The Certificate is hereby corrected to read as follows:

The certificate of cancellation is rendered null and void.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on

the 24<sup>th</sup> day of January, A.D. 2022

By: \_\_\_\_\_

Authorized Person

Name: Matt Berger

Print or Type



# Exhibit J

## Petition to Director

**The table below presents the data as entered.**

Input Field	Entered
SERIAL NUMBER	87092848
LAW OFFICE ASSIGNED	LAW OFFICE 111
REGISTRATION NUMBER	5312705
<b>PETITION</b>	
PETITION STATEMENT	Request the invalidation of the assignment recorded at Reel 6787/0925
<b>MARK SECTION</b>	
MARK	mark
LITERAL ELEMENT	BUBBA KUSH BRAND
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size or color.
<b>OWNER SECTION (current)</b>	
NAME	BK BRANDS LLC
MAILING ADDRESS	5333 MCCONNELL AVENUE
CITY	LOS ANGELES
STATE	California
ZIP/POSTAL CODE	90066
COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States
<b>OWNER SECTION (proposed)</b>	
NAME	BK BRANDS LLC
MAILING ADDRESS	5333 MCCONNELL AVENUE
CITY	LOS ANGELES
STATE	California
ZIP/POSTAL CODE	90066
COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States
EMAIL	XXXX
<b>EXPLANATION OF FILING</b>	
The application respectfully requests that the Assignment of Trademark appearing at Reel 6787/0925 be invalidated, as it was filed in error. BK Brands LLC was dissolved on May 16, 2018, and therefore could not be the receiving party of the November 1, 2019 Assignment of Trademark recorded at Reel 6787/0925. BK Brands LLC has since been revived for the purpose of resolving lingering trademark ownership issues, and respectfully requests that the Assignment of Trademark appearing at Reel 6787/0925 be invalidated, and ownership of U.S. Registration No. 5312705 be restored in Matthew L Berger, as is required under the parties' dissolution agreement (see attached).	

<b>EVIDENCE SECTION</b>	
<b>EVIDENCE FILE NAME(S)</b>	
<b>ORIGINAL PDF FILE</b>	evi_2601249603e3405449c786be8ab212-160849304...assignment-tm-6751-0245.pdf
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	\\TICRS\EXPORT\8\IMAGEOUT\18\870\928\87092848\xml\1\ PDR0003.JPG
	\\TICRS\EXPORT\8\IMAGEOUT\18\870\928\87092848\xml\1\ PDR0004.JPG
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	\\TICRS\EXPORT\8\IMAGEOUT\18\870\928\87092848\xml\1\ PDR0006.JPG
	\\TICRS\EXPORT\8\IMAGEOUT\18\870\928\87092848\xml\1\ PDR0007.JPG
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	\\TICRS\EXPORT\8\IMAGEOUT\18\870\928\87092848\xml\1\ PDR0012.JPG
	\\TICRS\EXPORT\8\IMAGEOUT\18\870\928\87092848\xml\1\ PDR0013.JPG
<b>ORIGINAL PDF FILE</b>	evi_2601249603e3405449c786be8ab212-160849304...BK_Brands_Revival.pdf
<b>CONVERTED PDF FILE(S)</b> (1 page)	\\TICRS\EXPORT\8\IMAGEOUT\18\870\928\87092848\xml\1\ PDR0014.JPG
<b>CORRESPONDENCE INFORMATION (current)</b>	
<b>NAME</b>	Lisa A. Harkins
<b>PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE</b>	info@fleneriplaw.com
<b>SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES)</b>	lharkins@fleneriplaw.com; zflener@fleneriplaw.com; fleneriplaw_docketing@cardinal-ip.com
<b>DOCKET/REFERENCE NUMBER</b>	3T10182
<b>CORRESPONDENCE INFORMATION (proposed)</b>	
<b>NAME</b>	Lisa A. Harkins
<b>PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE</b>	info@fleneriplaw.com
<b>SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES)</b>	lharkins@fleneriplaw.com; zflener@fleneriplaw.com; uspto@dockettrak.com
<b>DOCKET/REFERENCE NUMBER</b>	3T10182
<b>PAYMENT SECTION</b>	
<b>PETITION FEE PER PETITION</b>	100
<b>NUMBER OF CLASSES</b>	1
<b>TOTAL FEES DUE</b>	100
<b>SIGNATURE SECTION</b>	
<b>DECLARATION SIGNATURE</b>	/Lisa A. Harkins/
<b>SIGNATORY'S NAME</b>	Lisa A. Harkins
<b>SIGNATORY'S POSITION</b>	Associate Attorney, Flener IP & Business Law, Illinois bar member

SIGNATORY'S PHONE NUMBER	3127248874
DATE SIGNED	03/25/2020
PETITION SIGNATURE	/Lisa A. Harkins/
SIGNATORY'S NAME	Lisa A. Harkins
SIGNATORY'S POSITION	Associate Attorney, Flener IP & Business Law, Illinois bar member
SIGNATORY'S PHONE NUMBER	3127248874
DATE SIGNED	03/25/2020
AUTHORIZED SIGNATORY	YES
<b>FILING INFORMATION SECTION</b>	
SUBMIT DATE	Wed Mar 25 16:33:48 ET 2020
TEAS STAMP	USPTO/PGP-XXXX:XXX:XXX:XX XX:XXXX:XXXX:XXXX:XXXX-20 200325163348889283-870928 48-7101ae2edbc9ef47740c31 36c6f4116765c5e2292f2afbb cebdb112c7216fd1-CC-33479 547-20200325160849304994

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

OMB Form 2801-0104 (2/9/2019)  
OMB No. 2801-0104 (Rev. 12/11/2019)

### Petition to Director

#### To the Commissioner for Trademarks:

Application serial no. **87092848** BUBBA KUSH BRAND(Standard Characters, see <https://tmimg-al.uspto.gov/resting2/api/img/87092848/large>) has been amended as follows:

#### PETITION

##### Petition Statement

Request the invalidation of the assignment recorded at Reel 6787/0925

#### EXPLANATION OF FILING

The application respectfully requests that the Assignment of Trademark appearing at Reel 6787/0925 be invalidated, as it was filed in error. BK Brands LLC was dissolved on May 16, 2018, and therefore could not be the receiving party of the November 1, 2019 Assignment of Trademark recorded at Reel 6787/0925. BK Brands LLC has since been revived for the purpose of resolving lingering trademark ownership issues, and respectfully requests that the Assignment of Trademark appearing at Reel 6787/0925 be invalidated, and ownership of U.S. Registration No. 5312705 be restored in Matthew L Berger, as is required under the parties' dissolution agreement (see attached).

#### EVIDENCE

##### Original PDF file:

[evi\\_2601249603e3405449c78\\_6bc8ab212-160849304\\_-\\_assignment-tm-6751-0245.pdf](#)

Converted PDF file(s) ( 12 pages) [Evidence-1Evidence-2Evidence-3Evidence-4Evidence-5Evidence-6Evidence-7Evidence-8Evidence-9Evidence-10Evidence-11Evidence-12](#)

##### Original PDF file:

[evi\\_2601249603e3405449c78\\_6bc8ab212-160849304\\_-\\_BK\\_Brands\\_Revival.pdf](#)

Converted PDF file(s) ( 1 page) [Evidence-1](#)

#### OWNER AND/OR ENTITY INFORMATION

The owner proposes to amend the following:

**Current:** BK BRANDS LLC, a limited liability company legally organized under the laws of Delaware, having an address of  
5333 MCCONNELL AVENUE  
LOS ANGELES, California 90066  
United States

**Proposed:** BK BRANDS LLC, a limited liability company legally organized under the laws of Delaware, having an address of  
5333 MCCONNELL AVENUE  
LOS ANGELES, California 90066  
United States  
Email Address: XXXX

**Correspondence Information (current):**

Lisa A. Harkins  
PRIMARY EMAIL FOR CORRESPONDENCE: info@fleneriplaw.com  
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): lharkins@fleneriplaw.com; zflener@fleneriplaw.com;  
fleneriplaw\_docketing@cardinal-ip.com

The docket/reference number is 3T10182.

**Correspondence Information (proposed):**

Lisa A. Harkins  
PRIMARY EMAIL FOR CORRESPONDENCE: info@fleneriplaw.com  
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): lharkins@fleneriplaw.com; zflener@fleneriplaw.com;  
uspto@dockettrak.com

The docket/reference number is 3T10182.

**Requirement for Email and Electronic Filing:** I understand that a valid email address must be maintained by the owner/holder and the owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

**FEE(S)**

Fee(s) in the amount of \$100 is being submitted.

**SIGNATURE(S)**

Declaration Signature

**DECLARATION:** The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that, if the applicant submitted the application or allegation of use (AOU) unsigned, all statements in the application or AOU and this submission based on the signatory's own knowledge are true, and all statements in the application or AOU and this submission made on information and belief are believed to be true.

**STATEMENTS FOR UNSIGNED SECTION 1(a) APPLICATION/AOU:** If the applicant filed an unsigned application under 15 U.S.C. §1051(a) or AOU under 15 U.S.C. §1051(c), the signatory additionally believes that: the applicant is the owner of the mark sought to be registered; the mark is in use in commerce and was in use in commerce as of the filing date of the application or AOU on or in connection with the goods/services/collective membership organization in the application or AOU; the original specimen(s), if applicable, shows the mark in use in commerce as of the filing date of the application or AOU on or in connection with the goods/services/collective membership organization in the application or AOU; *for a collective trademark, collective service mark, collective membership mark application, or certification mark application*, the applicant is exercising legitimate control over the use of the mark in commerce and was exercising legitimate control over the use of the mark in commerce as of the filing date of the application or AOU; *for a certification mark application*, the applicant is not engaged in the production or marketing of the goods/services to which the mark is applied, except to advertise or promote recognition of the certification program or of the goods/services that meet the certification standards of the applicant. **To the best of the signatory's knowledge and belief, no other persons, except, if applicable, authorized users, members, and/or concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services/collective membership organization of such other persons, to cause confusion or mistake, or to deceive.**

**STATEMENTS FOR UNSIGNED SECTION 1(b)/SECTION 44 APPLICATION AND FOR SECTION 66(a)**

**COLLECTIVE/CERTIFICATION MARK APPLICATION:** If the applicant filed an unsigned application under 15 U.S.C. §§ 1051(b), 1126(d), and/or 1126(e), or filed a collective/certification mark application under 15 U.S.C. §1141f(a), the signatory additionally believes that:

*for a trademark or service mark application*, the applicant is entitled to use the mark in commerce on or in connection with the goods/services specified in the application; the applicant has a bona fide intention to use the mark in commerce and had a bona fide intention to use the mark in commerce as of the application filing date; *for a collective trademark, collective service mark, collective membership mark, or certification mark application*, the applicant has a bona fide intention, and is entitled, to exercise legitimate control over the use of the mark in commerce and had a bona fide intention, and was entitled, to exercise legitimate control over the use of the mark in commerce as of the application filing date; the signatory is properly authorized to execute the declaration on behalf of the applicant; *for a certification mark application*, the applicant will not engage in the production or marketing of the goods/services to which the mark is applied, except to advertise or promote recognition of the certification program or of the goods/services that meet the certification standards of the applicant. To the best of the signatory's knowledge and belief, no other persons, except, if applicable, authorized users, members, and/or concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services/collective membership organization of such other persons, to cause confusion or mistake, or to deceive.

Signature: /Lisa A. Harkins/ Date: 03/25/2020

Signatory's Name: Lisa A. Harkins

Signatory's Position: Associate Attorney, Flener IP & Business Law, Illinois bar member

Signatory's Phone Number: 3127248874

Signature: /Lisa A. Harkins/ Date: 03/25/2020

Signatory's Name: Lisa A. Harkins

Signatory's Position: Associate Attorney, Flener IP & Business Law, Illinois bar member

Signatory's Phone Number: 3127248874

The signatory has confirmed that he/she is a U.S.-licensed attorney who is an active member in good standing of the bar of the highest court of a U.S. state (including the District of Columbia and any U.S. Commonwealth or territory); and he/she is currently the petitioner's attorney or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S.-licensed attorney not currently associated with his/her company/firm previously represented the petitioner in this matter: the petitioner has revoked their power of attorney by a signed revocation or substitute power of attorney with the USPTO; the USPTO has granted that attorney's withdrawal; the petitioner has filed a power of attorney appointing him/her in this matter; or the petitioner's appointed U.S.-licensed attorney has filed a power of attorney appointing him/her as an associate attorney in this matter.

Mailing Address: Lisa A. Harkins  
Flener IP & Business Law

77 West Washington Street, Suite 800  
Chicago, Illinois 60602

Mailing Address: Lisa A. Harkins  
Flener IP & Business Law

77 West Washington Street, Suite 800  
Chicago, Illinois 60602

RAM Sale Number: 87092848

RAM Accounting Date: 03/25/2020

Serial Number: 87092848

Internet Transmission Date: Wed Mar 25 16:33:48 ET 2020

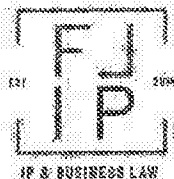
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XX:XXXX-20200325163348889283-87092848-71

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2afbbcebdb112c7216fd1-CC-33479547-202003

25160849304994



September 10, 2019

Director of the United States Patent and Trademark Office  
Assignment Recordation Branch  
P. O. Box 1450, Alexandria VA 22313-1450

Re: Reassignment of Applications and Registered Trademarks  
Serial Nos. 87092848, 86619939 and 86619949

Dear Director:

Pursuant to Section <sup>3.2</sup> ~~3.3~~ of the Dissolution Agreement of BK Brands, LLC dated May 7, 2018, attached as Exhibit A, the ownership of the following Trademarks,

BUBBA KUSH BRAND, Serial Number ~~8704939~~ <sup>87092848</sup>  
BUBBA KUSH BRAND, Serial Number 86619939  
[Design Mark], Serial Number 86619949,

reverted to Matthew L. Berger (original owner). Please refer to Section <sup>3.2</sup> ~~3.3~~ as evidence that these Marks have been reassigned by operation of the Dissolution Agreement from BK Brands, LLC to Matthew Berger (original owner). The original Assignment for these trademarks dated October 18<sup>th</sup>, 2017 (attached as Exhibit B) was voided by operation of the Dissolution Agreement. Therefore, we request that the marks be reassigned from BK Brands, LLC to Matthew L. Berger (original owner and assignee), of 755 East 19<sup>th</sup> Avenue, Suite 112, Denver CO 80203.

I am available at [jjudge@fieneriplaw.com](mailto:jjudge@fieneriplaw.com) or 312-203-5649 if you need further clarification.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Judge', written over the typed name 'James E. Judge'.

Fiener IP & Business Law  
77 West Washington Street, Suite 800, Chicago IL 60602  
+1-312-724-6874 (p), +1-312-7247385 (f), [www.fieneriplaw.com](http://www.fieneriplaw.com)

TRADEMARK  
REEL: 006751 FRAME: 0247

TRADEMARK  
REEL: 007357 FRAME: 0723

**EXHIBIT A**

Dissolution Agreement dated May 7, 2018

**TRADEMARK**  
**REEL: 006751 FRAME: 0248**

**TRADEMARK**  
**REEL: 007357 FRAME: 0724**



DISSOLUTION AGREEMENT

THIS DISSOLUTION AGREEMENT (the "Agreement") is entered into effective as of the XX day of May 2018, by and among BK BRANDS LLC, a Delaware limited liability company (the "Company"), and the Persons listed in Exhibit A (The "Members"), which hold a combined sixty-six and two thirds unit percentage of the Company. The Company and the Members are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Members have entered into that certain Limited Liability Company Agreement of BK BRANDS LLC dated as of October 10, 2017, (the "LLC Agreement"); and

WHEREAS, pursuant to the LLC Agreement, the Parties thereto have agreed to terminate the relationships contemplated by the LLC Agreement and dissolve the Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

1. Defined Terms. Defined terms used in this Agreement without definition have the meanings given to such terms in the LLC Agreement. In addition, the following defined terms have the following meanings:

"Agreement" means this Dissolution Agreement, including the recitals and premises and any exhibits and schedules hereto, as in effect from time to time.

"Control(s)(ed)(ing)" mean, as applied to a referenced Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract or otherwise.

"Delaware Act" means the Delaware Limited Liability Company Act, as amended (6 Del. C. § 18-101, et seq.).

"Person" means any individual, partnership, limited liability company, corporation, trust or other entity.

"Related Agreements" means each of the LLC Agreement, the Trademark Purchase and Assignment Agreement, and any other agreement among the Company, or any of the Members which specifies that it is a Related Agreement for purposes of the LLC Agreement or this Agreement.

2. Termination and Dissolution.

2.1. Termination of LLC Agreement. BK BRANDS LLC and its Members hereby elect to dissolve the Company pursuant to Article 10.1(c) of the LLC Agreement.

2.2. Dissolution Process. The Parties agree that the Company shall be liquidated and dissolved in accordance with Article 10.02 of the LLC Agreement and the Delaware Act. The dissolution will be effected by the Members, which will remain in place until the dissolution is complete. The Members will prepare or cause to be prepared and furnish to each Member the statement setting forth assets and liabilities of the Company and the manner in which the Company Property was liquidated and distributed, in accordance with Article 10.02 of the LLC Agreement.

2.3. Property and Investments of Members. All property and investments of the Members shall be returned to the respective Members to the extent possible. All ownership interests in property held by respective members that were transferred, sold, or otherwise assigned during the term of the LLC Agreement and all other Related Agreements shall revert back to their previous ownership, and the Parties agree to execute any document required by law or agreement to effectuate transfer of these ownership interests.

3. Intellectual Property and Work Product.

3.1. Company Developed IP. The Parties agree that no Company Intellectual Property has been developed.



3.2. Trademark Purchase and Assignment Agreement. The Parties acknowledge that the Trademark Purchase and Assignment agreement is hereby terminated pursuant to Section 5 of Trademark Purchase and Assignment Agreement. All trademarks or other intellectual property that was conveyed in the Trademark Purchase and Assignment Agreement shall be conveyed to the original assignor, Matthew L. Berger.

3.3. Work Product. If, after the dissolution is complete pursuant to the terms of Section 2.2 above, either Party identifies any work product that was created for the benefit of the Company that may be of interest to such Party, then the Party identifying such work product shall notify the other Party within a reasonable period of time thereafter of its interest in such work product. The Parties shall endeavor in good faith to agree on reasonable terms whereby the requesting Party may use all or a portion of such work product in the future consistent with this Agreement and the surviving provisions of the Related Agreements.

4. Releases.

4.1. Release of Parties. Each of the Parties, both for itself and for its Affiliates, and any successors and assigns of any of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby fully and completely forever release and discharge one another from any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, expenses, executions, affirmative defenses, demands and other obligations or liabilities whatsoever, in law or equity, whether known or unknown, fixed or contingent, which any of the Parties ever had, now have or may have against one another, based on or arising out of any matter, cause, act or omission whatsoever, occurring or existing at any time up to and including the date hereof; provided, however, that the foregoing shall not release any Person from (a) any obligation of such Person under any provision of this Agreement arising on or after the date hereof, including any liabilities assumed by such Person thereunder or to be settled by such Person as provided in accordance with the provisions of this Agreement, and (b) any obligation of such Person under any provision of any of the Related Agreements arising on or after the date of this Agreement.

5. Expenses

Each of the Parties hereby shall be responsible for their own fees and expenses incurred in connection with the consummation of the transactions contemplated by this Agreement, including fees and expenses of their respective accounting, financial, legal and other advisors.

6. Liquidating Distributions

The Members shall wind up the affairs of the Company. Upon the winding up and termination of the Company in accordance with the Act, the assets of the Company shall be distributed in the following order:

- (a) first, to the payment of the debts and liabilities of the Company (including debts and liabilities of the Company to any Member) and the expenses of liquidation;
- (b) second, to the creation of any reserves which the Members, in their sole discretion, determine are reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Company or the Members (to the extent the Company is liable therefor) arising out of or in connection with the business and operation of the Company;



- (c) third, to the Members on a pari passu basis in proportion to their respective Unit Percentages.

7. Accounting and Reserves

The manager shall identify an independent accountant to complete the Final Statement. The manager shall provide all financial information to an independent accountant. The reserves will be based on the current account and assets of the Company. The members each have one option to veto the selection of the independent accountant and submit an alternative. The Manager will provide the name and contact information of the independent accountant to each of the members.

8. Final Statement

Within a reasonable time following the completion of the liquidation of Company Property, the independent accountants shall supply to each of the Members a statement reviewed by the Company's independent accountants which shall set forth the assets and liabilities of the Company as of the date of complete liquidation, each Member's and Unit holder's pro rata portion of distributions pursuant to Section LIQUIDATING DISTRIBUTIONS and the amount of cash reserves maintained pursuant to Section LIQUIDATING DISTRIBUTIONS.

9. Company Assets Only

Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for all distributions with respect to the Company, its Initial and Additional Capital Contributions thereto and share of profits or losses thereof, and shall have no recourse therefor (upon dissolution or otherwise) against any other Member. No Member shall have any right to demand or receive property other than cash upon dissolution and termination of the Company.

10. Certificate of Dissolution

Upon the dissolution and the completion of the winding up of the Company, the Company shall terminate and the Manager shall execute and file in the office of the Delaware Secretary of State a Certificate of Dissolution as well as any and all other documents required to effectuate the dissolution and termination of the Company.

11. Disclosures and Publicity

The Parties hereby agree that all public disclosures concerning the parties or transactions contemplated by this Agreement and the Related Agreements, such as press releases or written information distributed to financial intermediaries, shall require unanimous prior approval of the Members. However, to the extent any Party determines in the exercise of its good faith judgment that any such disclosure is required by law, such Party shall be entitled after notice to the other Parties to make such disclosure even if it has not obtained such approval.

12. Miscellaneous

12.1. Entire Agreement. This Agreement, together with those provisions of the Related Agreements that survive the execution and delivery of this Agreement, constitute the entire agreement among the Parties with respect to the subject matter hereof and merges and replace all prior negotiations, discussions, offers, representations, warranties, covenants, and agreements of the Parties in respect of such subject matter.

12.2. Amendment Waiver. This Agreement may be amended only by a written instrument signed by all of the Parties. The failure of any Party to insist on one or more occasion upon strict performance by the other Party of any of its obligations hereunder shall not constitute a waiver, release, or amendment of such Party's right to insist upon strict performance of such obligations on future occasions.

12.3. Notices. Notices to any of the Parties pursuant to, or in connection with, this Agreement shall be given in accordance with the notice provisions provided by the LLC Agreement.

12.4. Governing Law, Etc. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws, including all legal and equitable relief, without regard to its conflict of laws rules.

12.5. Waiver of Certain Damages. EACH OF THE PARTIES HERETO TO THE FULLEST EXTENT PERMITTED BY LAW IRREVOCABLY WAIVES ANY RIGHTS THAT IT MAY HAVE TO PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES IN RESPECT OF ANY LITIGATION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY OF THE RELATED AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF ANY OF THEM RELATING THERETO.

12.6. Sections and Section Headings. The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.

12.7. Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor the obligations of any Party hereunder shall be assignable or transferable by such Party without the prior written consent of the other Parties hereto.

12.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party.

12.10. Severability. The invalidity or unenforceability of any particular provision of this Agreement or any Related Agreement shall not affect the other provisions hereof or thereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted from such agreement.

13. Execution of Agreement

This Agreement may be executed by DocuSign and is not complete nor enforceable until 667 of the 1000 membership units has signed and "Accept".

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

MEMBERS

DocuSigned by:  
Jeremy Green 5/7/2018 5:55:38 AM PDT  
Avanzio Technology Corp.  
By its COO Jeremy Green

DeAnnon Paonessa  
Prospect Hubba Kush, L.L.C.,  
a Delaware limited liability company  
By: DeAnnon Paonessa, Managing Member

DocuSigned by:  
Matt Berger 5/3/2018  
Matt Berger

\_\_\_\_\_  
Paul Holbert

DocuSigned by:  
Lane Phillips 5/3/2018  
Lane Phillips

EXHIBIT A

MEMBERSHIP UNITS OF BK BRANDS, LLC

Member	Common Units	Unit Percentage (Fully Diluted)
Avanzato Technology Corp.	240	24.00%
Prospect Bubba Kush, LLC	290	29.00%
Matt Berger	215	21.50%
Paul Holbert	215	21.50%
Lane Phillips	40	4.00%
<b>TOTALS</b>	<b>1000</b>	<b>100.00%</b>

**EXHIBIT B**

Trademark Assignment dated October 10, 2017

**TRADEMARK**  
**REEL: 006751 FRAME: 0255**

**TRADEMARK**  
**REEL: 007357 FRAME: 0732**



**SCHEDULE B  
The Assignment**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK ASSIGNMENT**

WHEREAS, Matthew L. Berger, individually ("Assignor") owns the right, title and interest in and to the federal trademark applications and/or registrations identified in Schedule A hereto (the "Marks") and specifically U.S. Trademark Serial nos. 87092848, 86619939 and 86619949 now Reg. No. 5,291,477.

WHEREAS, BK Brands, LLC Inc., a Delaware corporation ("Assignee"), a corporation duly organized and existing under the laws of the State of Delaware, desires to acquire all right, title, and interest in and to the Marks, the applications and registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with their goodwill of the business represented and symbolized thereby with all rights to any and all causes of action.

10/10/2017

DATE

DocuSigned by:  
Matthew Berger

By:

Matthew L. Berger

{93054819.2}

RECORDED: 09/11/2019

TRADEMARK  
REEL: 006751 FRAME: 0256

TRADEMARK  
REEL: 007357 FRAME: 0733

**State of Delaware  
Certificate of Correction  
of a Limited Liability Company  
to be filed pursuant to Section 18-211(a)**

1. The name of the Limited Liability Company is: BK Brands LLC
2. That a Certificate of Cancellation was filed by the Secretary of State of Delaware on 5/16/2018, and that said Certificate requires correction as permitted by Section 18-211 of the Limited Liability Company Act.

3. The inaccuracy or defect of said Certificate is: (must give specific reason)


The company was dissolved in error prior to distributing all of its property, specifically, several pending trademark applications. The applications were filed in the US Patent and Trademark Office and remain pending, but the company has no existence, and therefore no authority to continue prosecution or to assign the applications to another party to continue prosecution. Therefore, the company needs to be revived in order to have that authority.

4. The Certificate is hereby corrected to read as follows:

The certificate of cancellation is rendered null and void.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on

the 24<sup>th</sup> day of January, A.D. 2020

By:   
Authorizing Person

Name: Matt Berger

Print or Type

# Exhibit K

**To:** BK BRANDS LLC (bubba@bubbakushbrand.com)  
**Subject:** TRADEMARK APPLICATION NO. 87092848 - BUBBA KUSH BRAND - 3T10182  
**Sent:** 6/2/2020 3:07:46 PM  
**Sent As:** ECOMPET  
**Attachments:**

United States Patent and Trademark Office (USPTO)

U.S. Application Serial No.  
87092848

U.S. Registration No.  
5312705

Mark: BUBBA KUSH  
BRAND

Correspondence Address:  
BK BRANDS LLC  
5333 MCCONNELL  
AVENUE  
LOS ANGELES CA  
90066

Owner: BK BRANDS LLC

Reference/Docket No.  
3T10182

Correspondence Email  
Address:

bubba@bubbakushbrand.com

**PETITION DECISION**

Issue date: June 2, 2020

The petition to the Director of the United States Patent and Trademark Office (USPTO) regarding the above-identified registration was received on March 25, 2020. The petition is dismissed.

The petition states

The application respectfully requests that the Assignment of Trademark appearing at Reel 6787/0925 be invalidated, as it was filed in error. BK Brands LLC was dissolved on May 16, 2018, and therefore could not be the receiving party of the November 1, 2019 Assignment of Trademark recorded at Reel 6787/0925. BK Brands LLC has since been revived for the purpose of resolving lingering trademark ownership issues, and respectfully requests that the Assignment of Trademark appearing at Reel 6787/0925 be invalidated, and ownership of U.S. Registration No. 5312705 be restored in Matthew L Berger, as is required under the parties' dissolution agreement (see attached).

(Petition.)

Pursuant to *Trademark Manual of Examining Procedure* (TMEP) §503.06(f), in order to correct an error in a recorded document, the owner of a registration should record corrective documents with the Assignment Recordation Branch of the USPTO (Assignment Branch) in accordance with the procedures set forth in TMEP §§503.06 through 503.06(d). If the Assignment Branch denies the request to correct the error, the owner

may file a petition to the Director under 37 C.F.R. §2.146, TMEP §503.06(f)

Accordingly, as there is a procedure for correction of the records of the Assignment Branch with regard to the above-identified registration, and correction of the records via that procedure has not been pursued and denied by the Assignment Branch, this issue is not ripe for consideration on petition. Therefore, this petition is DISMISSED. As the petition has been dismissed, the petition fee will be refunded in due course. See TMEP §405.04.

In order to clarify the ownership records of the Assignment Branch, you should record your own paperwork with the Assignment Branch to correct the record. See TMEP §503.06. You can do this electronically via ETAS at <http://etas.uspto.gov/>.

If corrective documents are filed electronically via ETAS, you should check the box titled "Corrective Assignment" in the "Nature of the Conveyance" field and fill in the following required information in the fields provided: (1) identification of the parts of the assignment or change of name that need to be corrected; and (2) the reel and frame number where the original cover sheet is recorded; and (3) identification of the nature of the conveyance that was originally recorded. You should also write the name of the correct owner of the registration in both the assignor (name of the conveying party) and assignee (name of the receiving party) fields to make clear that ownership of the registration never changed and the chain of title remains in the last correct owner or assignee. TMEP §503.06(c).

You must also: (1) include a supporting declaration or affidavit from someone with firsthand knowledge of the facts stating why the previously recorded document is in error; (2) submit a copy of the previously recorded "allegedly erroneous" cover sheet and underlying document; and (3) pay the required recordation filing fee. *Id.*

If all the filing requirements are met, the Assignment Branch will record the corrected assignment for the identified registration. They will not remove the improper recording. However, anyone searching and reviewing the assignment records will see the corrective documents, which will clarify the chain of title. Once the corrective assignment is recorded and the records of the Assignment Branch properly show ownership in the name of the correct party, if the Trademark database is not automatically updated to reflect the change, you may file a request under Trademark Act Section 7 to update the owner in the Trademark database or include the new owner information when submitting a post registration maintenance filing pursuant to §8 or §9 of the Trademark Act, 15 U.S.C. §1058 or §1059. See TMEP §§503.06(d), 504.03, 505.02.

/Sara Benjamin/  
Attorney Advisor  
Office of the Deputy Commissioner  
for Trademark Examination Policy  
sara.benjamin@uspto.gov  
571.272.8847