

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rabbitswag, Inc.		12/01/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Rabbitvault, Corp		
Street Address:	18645 E. Gale Ave. #205		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91748		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5347403	TLG	
Registration Number:	5656238	THE LEAF GANG	
Registration Number:	6234100	PLUG	
Registration Number:	6234236	SEXY OIL	
Registration Number:	6234237	JUST PLAY	
Serial Number:	88888083	ALLDAY	
Serial Number:	88617054	APPLE SLUSHIE	
Serial Number:	88617062	JUST JACK	
Serial Number:	88617065	GRAPE APE SODA	
Serial Number:	88617067	FIRE OG	
Serial Number:	88617075	TANGIE CREAM	
Serial Number:	87937585	PLUG PACKS	
Serial Number:	88617050	KEEP PLAYING	
Serial Number:	88617051	PLAY SAFE	
Serial Number:	88617055	LET'S PLAY	
Serial Number:	88617066	PIÑA COOLER	
Serial Number:	87557509	LIVING LIT	
Serial Number:	87804306	PLUGPLAY	
Serial Number:	87956753	SEXY EVERYTHING	

OP \$690.00 5347403

Property Type	Number	Word Mark
Serial Number:	88741457	BELGIAN BROWNIE
Serial Number:	87417625	P
Serial Number:	87602156	DNA DAY TIME NIGHT TIME ANY TIME
Serial Number:	88617047	PLAY
Serial Number:	88617068	BELGIUM BROWNIE
Serial Number:	88617071	KING LOUIE XIII
Serial Number:	87417619	PLAY
Serial Number:	88617073	STRAWBERRY CHAMPAGNE

CORRESPONDENCE DATA

Fax Number: 8888278880

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: 9095204381

Email: twang@TheWangIPLaw.com

Correspondent Name: Tommy SF Wang

Address Line 1: 18645 E. Gale Ave. 205

Address Line 2: 205

Address Line 4: City of Industry, CALIFORNIA 91748

NAME OF SUBMITTER: Tommy SF Wang

SIGNATURE: /Tommy SF Wang/

DATE SIGNED: 06/19/2021

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 1st day of December, 2020 (the “**Effective Date**”) by and between Rabbitswag, Inc. (“**Assignor**”) and Rabbitsvault, Corp (“**Assignee**”).

WHEREAS Assignor owns a right, title and interest in and to certain registered U.S. trademark identified by **Registration Nos.:** 5347403, 5656238, 6234100, 6234236, and 6234237 and **Serial No.:** 88888083, 88617054 , 88617062 , 88617065 , 88617067 , 88617075 , 87937585, 88617050 , 88617051 , 88617055 , 88617066 , 87557509 , 87804306, 87956753, 88741457, 87417625, 87602156, 88617047, 88617068, 88617071, 87417619, 88617073 (hereinafter the “**Mark**”),

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Mark together with the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein,

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor:
 - (i) all of Assignor’s right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark;
 - (ii) all income, royalties, and damages that become due or payable to the Assignor with respect to the Mark, including damages and payments for past or future infringements and misappropriations of the Mark; and
 - (iii) all rights to sue for past, present, and future infringements or misappropriations of the Mark.
2. In consideration for the assignment set forth in Paragraph 1, Assignee shall pay Assignor the sum of \$1.00, payable on the Effective Date, contingent on the execution of the Purchase Agreement dated on the Effective Date between the Parties.
3. Assignor represents and warrants that:
 - (i) Assignor owns a right, title and interest in and to the Mark;
 - (ii) all registrations for the Mark are currently valid and subsisting and in full force and effect;

- (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;
 - (iv) there are no liens or security interests against the Mark;
 - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Operating Agreement.
4. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.
5. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.
6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.
7. In the event that Assignee is dissolved in the future, Assignee agrees to assign all of its right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark back to Assignor.
8. Miscellaneous.
- (i) This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
 - (ii) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of California. For such purpose, each party hereby irrevocably submits

to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

- (iii) Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing to such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement is sought.
- (iv) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
- (v) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

/s/ Rabbitswag, Inc.

Rabbitswag, Inc.

ASSIGNEE:

/s/ Rabbitsvault, Corp

Rabbitsvault, Corp
18645 E. Gale Ave. #205
City of Industry, CA 91748