

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/30/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matomato, LLC		01/12/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ST Labs Holdings, LLC		
Street Address:	8149 Santa Monica Blvd., Suite 298		
City:	West Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90046		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88662145	710 LABS	
Serial Number:	88662192	710 LABS	
Serial Number:	88662230	710	
Serial Number:	88662246	710	
Registration Number:	5852335	OGS MAKE BETTER OG	
CORRESPONDENCE DATA			
Fax Number:			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	503-241-2300		
Email:	mickiehall@dwt.com		
Correspondent Name:	Michelle Hall		
Address Line 1:	Davis Wright Tremaine LLP		
Address Line 2:	1300 SW Fifth Avenue, Suite 2400		
Address Line 4:	Portland, OREGON 97201		
ATTORNEY DOCKET NUMBER:	108393-1		
NAME OF SUBMITTER:	Michelle Hall		
SIGNATURE:	/Michelle Hall/		
DATE SIGNED:	06/30/2021		

CH \$140.00 88662145

Total Attachments: 4

source=CORRECTED Nunc pro tunc assignment Matomato to ST Labs Holdings#page1.tif

source=CORRECTED Nunc pro tunc assignment Matomato to ST Labs Holdings#page2.tif

source=CORRECTED Nunc pro tunc assignment Matomato to ST Labs Holdings#page3.tif

source=CORRECTED Nunc pro tunc assignment Matomato to ST Labs Holdings#page4.tif

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment Agreement (“Assignment”) is entered into and made effective as of January 30, 2020 (“Effective Date”) by and between Matomato, LLC, a California limited liability company (“Assignor”), and ST Labs Holdings, LLC, a Delaware limited liability company; each a “Party,” and collectively, the “Parties.”

WHEREAS, as of the Effective Date, the Parties entered into a Nunc Pro Tunc Intellectual Property Rights Assignment under which Assignor assigned to Assignee its intellectual property rights as set forth therein;

WHEREAS, the Parties hereby confirm by way of this Assignment that all of Assignor’s rights, title and interest in, to and under the trademarks 710 LABS, OGS MAKE BETTER OG, and the Hand Logo (depicted in Exhibit 1 hereto), including the applications/registrations identified in Exhibit 1 attached hereto and incorporated by reference, together with all goodwill associated therewith (collectively, “Assignor Marks”), were conveyed, transferred and/or assigned to Assignee by Assignor and/or by operation by law as of the Effective Date; and

WHEREAS, the Parties desire to confirm by way of this Assignment the conveyance, transference and assignment to Assignee, all of Assignor’s right, title and interest in, to and under Assignor Marks.

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

1. Assignor does hereby expressly acknowledge that, as of the Effective Date, it conveyed, transferred, assigned and delivered unto Assignee the full and entire right, title and interest in, to and under Assignor Marks (as well as the business plans, existing inventory, marketing materials and that portion of the business related thereto), which shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor or any affiliate of Assignor, together with all the trademarks, service marks, trade names, domain names, URLs, social media handles and user names, brand names, designs, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing (including abandoned and intent-to-use applications, and expired and cancelled registrations), all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Assignor, including without limitation those set forth in Exhibit 1 hereto; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in Assignor Marks, and to settle and retain proceeds from any such actions), and any and all of Assignor’s (or any affiliate of Assignor) other rights, title and interest of any kind and nature whatsoever in and to the foregoing, the same to vest in Assignee as of the Effective Date.

2. With regard to the trademarks pending before the United States Patent and Trademark Office and filed on the basis of Assignor's *bona fide* intent to use in commerce in connection with such applied for goods/services but for which allegations of use under 15 U.S.C. §§ 1051 (c) or 1051 (d) have not been filed ("Pending ITU Applications"), the Assignor does hereby expressly acknowledge that, as of the Effective Date, it conveyed, transferred, assigned and delivered unto Assignee the full and entire right, title and interest in, to and under such trademarks as part of the entire business or portion thereof to which the Pending ITU Applications pertain as required by 15 U.S.C. § 1060; and Assignee, as the successor of the ongoing and existing business of Assignor to which the Pending ITU Applications pertain, acknowledges that it has acquired the trademarks, and the business and all rights associated therewith;

3. Intentionally omitted.

4. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, assigns, and heirs.

5. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly-authorized representatives to execute this Agreement as of ~~the Effective Date~~ January 12, 2021.

ASSIGNOR

MATOMATO, LLC,
a California limited liability company

By: Catenary Group, LLC,
a Delaware limited liability company,
its Manager

By: _____
Jason Post, Manager

By: Sambone Holdings, LLC,
a California limited liability company,
its Manager

By: _____
Brad Melshenker, Manager

ASSIGNEE

ST LABS HOLDINGS, LLC
a Delaware limited liability company


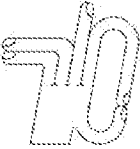

By: Catenary Group, LLC,
a Delaware limited liability company,
its Manager

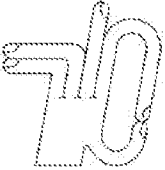
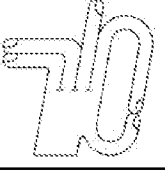
By: _____
Jason Post, Manager

By: Sambone Holdings, LLC,
a California limited liability company,
its Manager

By: _____
Brad Melshenker, Manager

Exhibit 1

Mark	State or Country	App No.	Reg. No.	Class(es)
710 LABS	California	02003762	02003762	Class 34 - Cannabis extracts; cannabis concentrates; rolled cannabis; joints. Class 05 - Cannabis extractions; cannabis infused products and extracts; cannabis concentrates.
Hand logo 	California	02003763	02003763	Class 05 - Cannabis extractions; cannabis infused products and extracts; cannabis concentrates. Class 34 - Cannabis extracts; cannabis concentrates; rolled cannabis; joints.
710 LABS	Colorado	20191851101	20191851101	Class 05 - Cannabis extractions; cannabis infused products and extracts; cannabis concentrates.
710 LABS	Colorado	20191851225	20191851225	Class 34 - Cannabis extracts; cannabis concentrates; rolled cannabis; joints.
Hand Logo 	Colorado	20191851320	20191851320	Class 05 - Cannabis extractions; cannabis infused products and extracts; cannabis concentrates.
Hand Logo 	Colorado	20191851396	20191851396	Class 34 - Cannabis extracts; cannabis concentrates; rolled cannabis; joints.
OGS MAKE BETTER OG	Colorado	20171895413	20171895413	Class 34 - Cannabis extracts; cannabis concentrates; rolled cannabis; joints.
OGS MAKE BETTER OG	Colorado	20171892589	20171892589	Class 05 - Cannabis extractions; cannabis infused products and extracts; cannabis concentrates.
OGS MAKE BETTER OG	Colorado	20171895618	20171895618	Class 30 - Cannabis-infused food products.

Mark	State or Country	App No.	Reg. No.	Class(es)
710 LABS	USA	88662145		Class 21 - Plastic storage containers for household or domestic use; trash cans; bottles, sold empty; cold packs used to keep food and drink cold; coasters, not of paper or textile. Class 25 - Clothing and apparel; shirts; t-shirts; sweatshirts; headwear; socks.
710 LABS	USA	88662192		Class 34 - Oral vaporizers for smokers; smoking pipes; electronic cigarettes; smokeless cigarette vaporizer pipe; smokeless cigar vaporizer pipes; cartridges for electronic cigarettes.
Hand Logo 	USA	88662230		Class 21 - Plastic storage containers for household or domestic use; trash cans. Class 25 - Clothing and apparel; shirts; t-shirts; sweatshirts; headwear.
Hand Logo 	USA	88662246		Class 34 - Oral vaporizers for smokers; smoking pipes; electronic cigarettes; smokeless cigarette vaporizer pipe; smokeless cigar vaporizer pipes; cartridges for electronic cigarettes.
OGS MAKE BETTER OG	USA	87706919	5852335	Class 25 - Clothing and apparel, namely, shirts; t-shirts; sweatshirts; headwear.