CH \$40.00 6110

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM666459

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Benjamin Silver		08/02/2021	INDIVIDUAL: AUSTRALIA

RECEIVING PARTY DATA

Name:	BROC SHOT INC.
Street Address:	1001 Wilshire Blvd.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6110447	BROC SHOT

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: (303) 295-8573

Email: docket@hollandhart.com, gigrigoryan@hollandhart.com

Correspondent Name: Rachel L. Carnaggio Address Line 1: P.O. Box 8749

Address Line 2: Attention: Trademark Docketing
Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	110289.0015
NAME OF SUBMITTER:	Rachel L. Carnaggio
SIGNATURE:	/Rachel L. Carnaggio/
DATE SIGNED:	08/10/2021

Total Attachments: 4

source=BenjaminSilver_BrocShotInc#page1.tif source=BenjaminSilver_BrocShotInc#page2.tif source=BenjaminSilver_BrocShotInc#page3.tif source=BenjaminSilver_BrocShotInc#page4.tif

> TRADEMARK REEL: 007384 FRAME: 0964

900635718

DEED OF ASSIGNMENT

PARTIES

BENJAMIN SILVER of '714' Unit 46, 46-48 Riley Street Woolloomooloo NSW 2011 ("**Assignor**")

AND

BROC SHOT INC, a Delaware Corporation of 1001 Wilshire BLVD PMB 2033 LA, CA, 90017 ("**Assignee**")

BACKGROUND

- A. The Assignor is the owner of the trade marks set out in the Schedule (the "**Trade Marks**").
- B. The Assignor has agreed to assign its entire right, title and interest in and to the Trade Marks to the Assignee.

OPERATIVE PROVISIONS

THE PARTIES AGREE as follows:-

1. Assignment

The Assignor hereby assigns and transmits its entire right, title and interest in and to the Trade Marks to the Assignee effective immediately ("Assignment Date").

2. Assignor's Obligations

The Assignor agrees to execute all documents that are or may be required to vest complete rights, title and interest in the Trade Marks in favour of the Assignee.

3. Covenants by Assignee

The Assignee covenants with the Assignor to indemnify and keep indemnified on a full indemnity basis the Assignor from and against any liability incurred by the Assignor as a result of any action, demand, claim or proceeding against the Assignor in respect of the Trade Marks relating to any act or omission of the Assignee on or after the date of this deed.

4. Costs

4.1 Subject to clause 4.2, the Assignee will pay both parties costs incurred in connection with the negotiation, preparation and execution of this Deed and any other document required to give effect to this Deed.

1

4.2 All costs resulting from any breach by any party of its obligations under this Deed and suffered, sustained or incurred by any other party to this Deed will be payable to the aggrieved party by the defaulting party on demand.

5. Entire agreement

This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

6. Counterparts and multiple originals

This Deed may be executed in any number of counterparts. Counterparts may be exchanged by facsimile or email. Each executed counterpart is deemed an original of this Deed and taken together will be deemed to constitute the same document.

7. Severability

If any provision of this Deed is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Deed or affecting the validity or enforceability of that provision in any other jurisdiction.

8. Survival

Each indemnity continues in full force after the Assignment Date and after the expiration or termination of the Lease.

9. Amendment

No amendment or variation of this Deed is valid or binding on a party unless made in writing executed by all parties.

10. Governing law

This Deed is governed by the laws in South Australia and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Deed.

11. Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other party which consent may be granted or withheld in the absolute discretion of the other party.

12. Preservation of rights

Any rights conferred by this Deed are additional to and without prejudice to all other rights and remedies available to the parties.

13. No waiver

13.1 No failure to exercise or any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or

2

remedy does not preclude any other or further exercise of that or any other right, power or remedy.

13.2 A waiver is not valid or binding on the party granting that waiver unless made in writing.

EXECUTION	
Executed as a Deed on:	
DATE: 2nd of August, 2021	
SIGNED by) BENJAMIN SILVER) in the presence of:-)	B. II
Witness Signature	
Petra Mackova	
Print Full Name	
BROC SHOT , INC.	
BV: B. H	

Name: Benjamin Silver

Title: Chief Executive Officer

SCHEDULE

Country	Trade Mark No.	Trade Mark	Class/es
Australia	1948343	Broc Shot	5, 32, 35
United States of America	88086326	Broc Shot	5, 32, 35

4

pa210433_017.doc

RECORDED: 08/10/2021

TRADEMARK **REEL: 007384 FRAME: 0968**