

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnny Travis		09/23/2021	INDIVIDUAL:
Herbert Gracia		09/23/2021	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	State of Flux LLC		
Street Address:	1176 Valencia Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94110		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6115212	STATE OF FLUX	
Registration Number:	6397173	STATE OF FLUX	
Registration Number:	6197163	X	
Registration Number:	6397174	X	
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:	4155068105		
Email:	don@tco.law		
Correspondent Name:	Donald A Thompson		
Address Line 1:	595 Pacific Ave., 4th Floor		
Address Line 2:	THOMPSON & CO.		
Address Line 4:	San Francisco, CALIFORNIA 94133		
NAME OF SUBMITTER:	Donald A. Thompson		
SIGNATURE:	/Donald A. Thompson/		
DATE SIGNED:	09/30/2021		
Total Attachments: 3			

OP \$115.00 6115212

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Trademark Assignment**"), effective as of the last date signed below, is by and between Johnny Travis, a California resident, and Herbert Gracia, a California resident, on the one hand (together "**Sellers**"), and State of Flux LLC, a California limited liability company, on the other hand ("**Buyer**"). State of Flux LLC is and always has been co-owned and co-managed by Mr. Travis and Mr. Gracia, who have allowed it to use the Assigned Trademarks (as defined below) under their direction and control. The parties share a business address at 1176 Valencia Street, San Francisco, CA 94110.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration of One United States Dollar (\$1 USD), the receipt and sufficiency of which is hereby acknowledged, Sellers hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Sellers's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with all of the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.


2. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by electronic means shall have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

4. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action arising out of or relating to this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the United States of America and the State of California, without giving effect to any choice or conflict of law provision or rule.

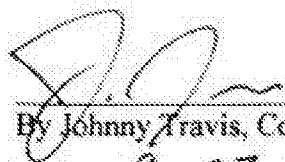
IN WITNESS WHEREOF, the parties duly executed and delivered this Trademark Assignment as of the last date signed below.

JOHNNY TRAVIS



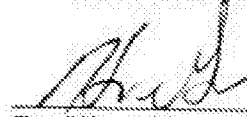
For Himself
Date: 9.23.21

STATE OF FLUX LLC

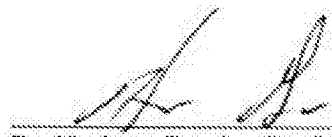


By Johnny Travis, Co-Owner / Co-Manager
Date: 9.23.21

HERBERT GRACIA



For Himself
Date: 9.23.21



By Herbert Gracia, Co-Owner / Co-Manager
Date: 9.23.21

SCHEDULE 1

Assigned Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
STATE OF FLUX	USA	6115212	July 28, 2020
STATE OF FLUX	USA	6397173	June 22, 2021
X (& Design)	USA	6197163	June 22, 2021
X (& Design)	USA	6397174	June 22, 2021