

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albert Harrington		07/31/2019	INDIVIDUAL:
Adam Day		07/30/2019	INDIVIDUAL:
Daniel Pettigrew		07/31/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Player Holdings, LLC		
Street Address:	6422 Selma Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87391353	VIOLA VAPES	
Serial Number:	87391393	VVVVV VIOLA VAPES	
Serial Number:	87391396	VVVVV VIOLA VAPES	
Serial Number:	87391399	VIOLA EXTRACTS	
Serial Number:	87391400	VVVVV VIOLA EXTRACTS	
Serial Number:	87391402	VVVVV VIOLA EXTRACTS	
CORRESPONDENCE DATA			
Fax Number:	3102299900		
<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:	3102290468		
Email:	mwnorman@Venable.com		
Correspondent Name:	Marjorie Witter Norman		
Address Line 1:	2049 Century Park East, Suite 2300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Marjorie Witter Norman		
SIGNATURE:	/Marjorie Witter Norman/		

OP \$165.00 87391353

DATE SIGNED:	10/20/2021
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Total Attachments: 6

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PLAYER HOLDINGS, LLC

ASSIGNMENT OF INTELLECTUAL PROPERTY AND OTHER ASSETS

This Assignment of Intellectual Property and Other Assets (this “Agreement”) is entered into as of July 19, 2019 (the “Effective Date”) by and among ALBERT HARRINGTON, an individual (“Harrington”); ADAM DAY, an individual (“Day”); DANIEL PETTIGREW, an individual (“Pettigrew”); Harrington, Day and Pettigrew are each referred to herein as an “Assignor” and are collectively referred to herein as “Assignors”); and PLAYER HOLDINGS, LLC, a Delaware limited liability company (the “Company”).

WHEREAS, prior to the Effective Date, Assignors have, individually or collectively, developed certain technology and intellectual property relating to the Company’s business associated with the cultivation, processing, marketing, sale, and licensing of cannabis and cannabis-infused products under the trademarks and intellectual property related to the brand “Viola”, both within the United States as well as worldwide (the “Business”);

WHEREAS, Each Assignor desires such technology and intellectual property related to the Business to be assigned to the Company as additional consideration for the granting of Interests (as defined in the Company’s Limited Liability Company Agreement) to such Assignor;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. **Certain Definitions.** As used herein, the following capitalized terms will have the meanings set forth below:

(a) “Assigned Assets” refers to the Technology, the Derivatives, the Intellectual Property Rights, the Embodiments, and the Business Assets, collectively.

(b) “Business Assets” means all (i) all domain names and social media profiles exclusively related to the Company and/or the Business, including without limitation www.violabrands.com, and (ii) websites with all internal content exclusively related to the Company and/or the Business.

(c) “Derivatives” means: (i) any derivative work of the Technology (as defined below); (ii) all improvements, modifications, alterations, adaptations, enhancements, and new versions of the Technology (the “Technology Derivatives”); and (iii) all inventions, products, or other items that, directly or indirectly, incorporate, or are derived from, any part of the Technology or any Technology Derivatives.

(d) “Embodiment” means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source code, and object code (in any form or format and for all hardware platforms), computer-stored data, diskettes, manuscripts, and other items describing all or any part of the Technology, any Derivative, any Intellectual Property Rights, or

any information related thereto, or in which all of any part of the Technology, any Derivative, any Intellectual Property Right, or such information is set forth, embodied, recorded, or stored.

(e) “Intellectual Property Rights” means, collectively, all worldwide patents, patent applications, patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, and registrations and/or applications for all of the foregoing, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill, and all other intellectual property rights and proprietary rights relating in any way to the Technology, any Derivative, or any Embodiment, whether arising under the laws of the United States of America or the laws of any other state, country, or jurisdiction, including without limitation the names Viola, Viola Vapes, and Viola Extracts.

(f) “Technology” means all inventions, technology, discoveries, formulation techniques or processes conceived, reduced to practice, made or developed by the Assignor relating exclusively to the Business that is not otherwise owned by the Company.

2. Assignment.

(a) Each Assignor hereby sells, transfers, assigns, conveys, and quitclaims to the Company, and its successors and assigns, such Assignor’s entire worldwide rights, title, and interest in and to the Assigned Assets, including all renewals and extensions thereof that may be secured under all laws now or hereinafter in force in any jurisdiction. Without limiting the foregoing, each Assignor expressly sells, transfers, assigns, and conveys all of such Assignor’s Intellectual Property Rights with respect to the brand, logos, graphics, tradenames, trade dress, service marks and trademarks, registered or otherwise, associated with “Viola,” including but not limited to all of Assignors rights to the registered trademarks “Viola Vapes” (serial no. 87391353, 87391393, and 87391396) and “Viola Extracts” (serial no. 87391399, 87391400, and 87391402).

(b) Each Assignor hereby appoints the Company as the attorney-in-fact of such Assignor, with full power of substitution on behalf of such Assignor, to demand and receive any of the Assigned Assets and to give receipts and releases for the same; to institute and prosecute in the name of such Assignor, but for the benefit of the Company, any legal or equitable proceedings the Company deems proper in order to enforce any rights in the Assigned Assets; and to defend or compromise any legal or equitable proceedings relating to the Assigned Assets as the Company shall deem advisable. Each Assignor acknowledges that this appointment and the accompanying powers granted are coupled with an interest, in that the Company has an interest in the Assigned Assets, and that as a result, in addition to any other consequences under the law, this power is irrevocable and will survive such Assignor’s death or incompetence.

(c) Each Assignor hereby agrees that such Assignor and such Assignor’s successors and assigns will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, such further acts, documents, or instruments confirming the conveyance of any of the Assigned Assets to the Company, as the Company shall reasonably deem necessary, provided that the Company shall provide all necessary documentation to the Assignor.

3. **Assignor Representations and Warranties.** Each Assignor represents and warrants to the Company that to the best of such Assignor's knowledge, such Assignor is, individually or jointly with one or more of the other Assignors, the owner, inventor, and/or author of, and has authority to grant the right, title, and interest in and to, each of the Assigned Assets transferred by such Assignor hereunder, and that none of the Assigned Assets is subject to any dispute, claim, prior license or other agreement, assignment, lien, third party rights, or any other rights that might interfere with the Company's use or exercise of ownership of any of the Assigned Assets. Each Assignor further represents and warrants to the Company that to the best of such Assignor's knowledge, the Assigned Assets are free of any claim of any prior employer or third party client of such Assignor, or any school, university, or other institution such Assignor attended, and that such Assignor is not aware of any claims by any third party to any rights of any kind in or to any of the Assigned Assets. Such Assignor agrees to immediately notify the Company upon becoming aware of any such claims.

4. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of California without reference to its conflicts of laws provisions. The parties hereby agree that any legal proceeding to enforce or interpret the terms of this Agreement shall be filed exclusively in the Superior Court of California for the County of Los Angeles or the United States District Court for the Central District of California.

(b) **Injunctive Relief.** Each Assignor acknowledges that such Assignor's actual or threatened failure to carry out any obligation under this Agreement, and/or a breach or threatened breach by such Assignor of any provision herein, will cause immediate, irreparable and continuing damage to the Company for which there will be no adequate remedy at law (including without limitation that cannot be fully and adequately compensated in money damages), and the Company shall be entitled without the requirement of posting a bond or other security, to injunctive relief, specific performance and/or other equitable relief as remedies for such actual or threatened breach or breaches, and such other relief as may be proper (including monetary damages if appropriate). Such remedies shall not be deemed to be the exclusive remedies for the breach of this Agreement by such Assignor, but shall be in addition to all other remedies available at law or in equity to the Company.

(c) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between them, relating to the subject matter hereof.

(d) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by all of the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(e) **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement and the rights and obligations of the parties hereunder will be binding upon and

inure to the benefit of each party's respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

(f) **Notices.** Any notices required or permitted to be sent hereunder must be in writing and served personally or by overnight courier, or by registered or certified mail, return receipt requested:

1) If to an Assignor, to the address written below such Assignor's signature; or

2) If to Company, to Sameer Kumar, 6422 Selma Avenue, Los Angeles, California 90028, with a copy to Michael E. Adler, Esq., Greenberg Whitcombe, Takeuchi, Gibson & Grayver LLP, 21515 Hawthorne Blvd., Suite 450, Torrance, California 90503.

(g) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(h) **Construction.** This Agreement is the result of negotiations among the parties and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(i) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal E-SIGN Act of 2000, e.g., www.docuSign.com), or other transmission methods, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date and year first above written.


COMPANY:

PLAYER HOLDINGS, LLC, a Delaware
limited liability company

By: *Sameer Kumar*
Sameer Kumar (Jul 30, 2018)

SAMEER KUMAR, Manager

ASSIGNORS:


Albert Harrington (Jul 31, 2019)

ALBERT HARRINGTON

Address:

25545 Colette Way

Calabasas CA

91302


Adam E. Day (Jul 31, 2019)

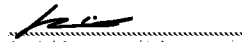
ADAM DAY

Address:

797 Nighthawk Circle

Louisville CO

80027


Daniel Pettigrew (Jul 31, 2019)

DANIEL PETTIGREW

Address:

Daniel Pettigrew

5213 Kimbark Chicago Ill 60615