

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690938

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900652027

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
4648 Hollywood BLVD., Inc.		04/30/2021	Corporation: CALIFORNIA
Jon Shook		04/30/2021	INDIVIDUAL: UNITED STATES
Vincent Dotolo		04/30/2021	INDIVIDUAL: UNITED STATES
Benedikt Taschen		04/30/2021	INDIVIDUAL: UNITED STATES
Lauren Taschen		04/30/2021	INDIVIDUAL: UNITED STATES
Two Girls and Two Boys, L.P.		04/30/2021	Limited Partnership: CALIFORNIA

RECEIVING PARTY DATA

Name:	Kismet World Inc.
Street Address:	4648 Hollywood Boulevard
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90027
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5478440	KISMET
Registration Number:	5489361	KISMET RESTAURANT
Registration Number:	5489370	KISMET
Registration Number:	5489371	KISMET
Serial Number:	90139900	KISMET
Serial Number:	90139867	KISMET
Serial Number:	90139849	KISMET
Serial Number:	90139878	KISMET

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: 3233062868
Email: jordan@lawjrb.com
Correspondent Name: Jordan Bernstein
Address Line 1: 137 North Larchmont Boulevard
Address Line 2: Suite 190
Address Line 4: Los Angeles, CALIFORNIA 90004

NAME OF SUBMITTER: Jordan Bernstein

SIGNATURE: /Jordan Bernstein/

DATE SIGNED: 11/29/2021

Total Attachments: 9

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ASSET PURCHASE AGREEMENT

BY AND BETWEEN

**KISMET World Inc., AS
PURCHASER**

AND

TWO GIRLS AND TWO BOYS, L.P.

AND

**4648 HOLLYWOOD BLVD., INC.
AS SELLER**

April 30, 2021

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** ("*Agreement*"), is entered into by and between Kismet World Inc, a Delaware corporation ("*Purchaser*"), Sara Kramer and Sarah Hymanson (collectively the "*Purchaser Representatives*"), on the one hand, and Two Girls & Two Boys, L.P. a California limited partnership, ("*2G2B*"), 4648 Hollywood Blvd., Inc., a California corporation ("*GP*" collectively with 2G2B, "*Seller*"), Jon Shook, Vinny Dotolo, Benedikt Taschen and Lauren Taschen, each as individuals (collectively the "*Seller's Representatives*" together with Seller, the "*Seller Parties*") on the other hand. The Seller Parties, Purchaser and the Purchaser Representatives shall collectively be referred to as the "*Parties*", with each being a "*Party*". Capitalized terms used but not otherwise defined in this Agreement are defined on Exhibit A hereto.

RECITALS

WHEREAS, Seller, currently owns a restaurant and small goods market business (the "*Restaurant*") doing business under the name Kismet (the "*Business*") and located at 4648 Hollywood Boulevard, Los Angeles, California 90027 ("*Premises*");

WHEREAS, Seller occupies the Premises pursuant to that certain lease agreement dated February 1, 2010 together with all of its Exhibits, Addenda and Amendments thereto (the "*Lease*"), entered into by and between Edward Eghiaian, as lessor ("*Lessor*") and Prime Foods, Inc., as lessee, which was subsequently assigned by Prime Foods, Inc. and assumed by Seller on March 1, 2016 pursuant to that certain Assignment and Assumption of Lease and Consent of Lessor dated March 1, 2016;

WHEREAS, Seller holds a California Department of Alcohol Beverage Control ("*CDABC*") Type 41 On-Sale Beer and Wine for Bona Fide Public Eating Place liquor license, License No.: 564751(the "*Liquor License*");

WHEREAS, Seller and Purchaser are concurrently herewith entering into an agreement (the "*Rotisserie Agreement*") for the sale by Seller and the acquisition by Purchaser of the business operated under the name "Kismet Rotisserie;"

WHEREAS, in connection with the ownership of the Restaurant, Seller is the owner of all of the furniture, fixtures and equipment located on the Premises relating to the Restaurant;

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Liquor License and the Purchased Assets (as defined below), inclusive of all rights and goodwill associated with the Premises, as well as to obtain an assignment of the Lease with consent of the Lessor.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein, based in part upon the Recitals set forth above that are specifically incorporated herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

THE TRANSACTION

Section 1.1 Bulk Sale Purchased Assets. Seller hereby agrees to sell, convey, transfer, assign, grant and deliver to Purchaser, and Purchaser hereby agrees to purchase, acquire and accept from Seller, free and clear of all Encumbrances, Seller's rights, title and interest in the assets located at the Premises owned by Seller on the Bulk Sale Closing Date which are not Excluded Assets (collectively, the "*Purchased Assets*", which excludes the Liquor License), including, without limitation, the following:

(a)

(b)

(c)

(d)

(e)

(f)

(g) the following USPTO trademark registrations and pending applications, together with all common law and state law rights of Seller in and to the following (collectively, the "*Marks*"), which shall be assigned by Seller and the relevant Seller Parties to Purchaser:

- (i) "Kismet" - USPTO: Reg. # 5478440 and Serial # 87311028;
- (ii) "Kismet Restaurant" - USPTO: Reg. # 5489361 and Serial # 87312537;
- (iii) "Kismet" logo - USPTO: Reg. # 5489370 and Serial # 87316670;
- (iv) "Kismet" - USPTO: Reg. # 5489371 and Serial # 87316696;
- (v) "Kismet" - USPTO: Serial # 90139900;
- (vi) "Kismet" - USPTO: Serial # 90139867;
- (vii) "Kismet" - USPTO: Serial # 90139849; and

(viii) "Kismet" - USPTO: Serial # 90139878.

(h) all goodwill associated with any of the assets in this Section 1.1.

The schedules set forth above shall continue to be updated and supplemented by Seller through the Due Diligence Period and up and until the Bulk Sale Closing Date as the Parties are apprised of further i relat

ARTICLE 11

MISCELLANEOUS PROVISIONS

Section 11.1 Expenses. Whether or not the Transaction is consummated, and except as expressly otherwise provided herein, each Party shall pay its own costs and expenses in connection with this Agreement and the Transaction (including the fees and expenses of its advisers, accountants and legal counsel).

Section 11.2 Further Assurances. Each Party agrees (a) to furnish upon request to each other Party such further information, (b) to execute and deliver to each other Party such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Transaction.

Section 11.3 Amendments and Waivers. This Agreement may not be amended, supplemented or modified except by an agreement in writing signed by each of the Parties. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver. Neither the failure nor any delay on the part of either Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

Section 11.4 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received (i) when delivered personally, (ii) one (1) Business Day following the day when deposited with a reputable, established overnight courier service for delivery to the intended addressee, or (iii) two (2) days following the day when electronically mailed (with confirmation of receipt) or deposited with the United States Postal Service as registered or certified mail, postage prepaid, return receipt requested and addressed as set forth below:

(a) If to Purchaser:

KISMET WORLD INC.
Attn: Sara Kramer
4648 Hollywood Boulevard
Los Angeles, California 90027
Email: sara@kimsetlosangeles.com

With copy to:

Jordan R. Bernstein
Law Office of Jordan R. Bernstein, P.C.
137 North Larchmont Boulevard - #190
Los Angeles, California 90004-3704
Email: Jordan@lawjrb.com

(b) If to Seller:

Two Girls and Two Boys, L.P.
c/o Jeff Price, CPA
23622 Calabasas Road
Suite 331
Calabasas, California 91302

With copy to:

Steven G. Wolff
Raines Feldman
1800 Avenue of the Stars, 12th Floor
Los Angeles, California 90067
Email: swolff@raineslaw.com

Either Party may alter its notice address by notifying the other Party of such change of address in conformity with the provisions of this section.

Section 11.5 Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California.

Section 11.6 Assignments Prohibited; Successors and Assigns. Neither Party may assign this Agreement or such Party's rights or obligations hereunder, other than with the prior written consent of the other Party, and any purported assignment without such consent shall be void and of no force or effect. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 11.7 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and except as otherwise expressly provided herein, the Parties do not intend to confer third-party beneficiary rights upon any other Person.

Section 11.8 Non-Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and duly executed by an authorized representative of the waiving party.

Section 11.9 Counterparts; Facsimile/PDF Signatures. This Agreement may be executed in multiple separate counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall constitute but one instrument. Signatures of the Parties transmitted by facsimile, portable document format (“.pdf”) or other electronic means shall be deemed to be their original signatures for all legal and other purposes.

Section 11.10 Severability. If any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Section 11.11 Entire Agreement. This Agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written

Section 11.12 Interpretation. Unless otherwise indicated herein, any reference in this Agreement to a Section, Article, Subsection, Paragraph, Subparagraph, Clause, Exhibit or Schedule shall be a reference to a section, article, subsection, paragraph, subparagraph, or clause of, or an exhibit or schedule to, this Agreement. Any article, section, subsection, paragraph or subparagraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed, as the context indicates, to be followed by the words “but (is/are) not limited to.” The words “herein,” “hereof,” “hereunder” and words of like import shall refer to this Agreement as a whole (including its Schedules and Exhibits), unless the context clearly indicates to the contrary. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. Where specific language is used to clarify or illustrate by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict the construction of the general statement which is being clarified or illustrated.

Section 11.13 Construction. The construction of this Agreement shall not take into consideration the Party who drafted or whose Representative drafted any portion of this Agreement, and no canon of construction shall be applied that resolves ambiguities against the drafter of a document. The Parties are sophisticated and have been represented by lawyers throughout this transaction who have carefully negotiated the provisions hereof. As a consequence, the Parties do not believe the presumption of California Civil Code Section 1654 and similar laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore waive its effects.

[SIGNATURE PAGE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf as of the date first written above.

"PURCHASER"

KISMET WORLD INC.

By: _____
Name: _____
Title: _____

"PURCHASER REPRESENTATIVES"


SARAH HYMANSON

SARA KRAMER

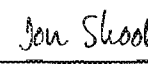
"SELLER"

TWO GIRLS AND TWO BOYS, L.P.

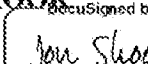
By: 4868 Hollywood Blvd., Inc., its General Partner

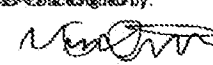
DocuSigned by:

By: _____
Name: Jon Shook
Title: CEO

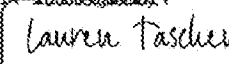
4868 HOLLYWOOD BLVD., INC.


DocuSigned by:

By: _____
Name: Jon Shook
Title: CEO

"SELLER REPRESENTATIVES"

JON SHOOK
DocuSigned by:


VINNY DOLOLO
DocuSigned by:


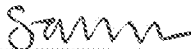
LAUREN TASCHEN
DocuSigned by:


BENDIKT TASCHEN
DocuSigned by:


IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf as of the date first written above.

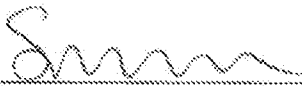
"PURCHASER"

KISMET WOLRD INC.

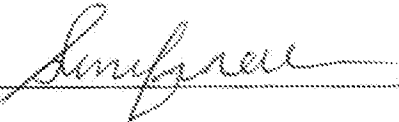
By: 
Name: SARAH HYMANSON
Title: MANAGING MEMBER

"PURCHASER REPRESENTATIVES"

SARAH HYMANSON



SARA KRAMER



"SELLER"

TWO GIRLS AND TWO BOYS, L.P.

By: 4868 Hollywood Blvd., Inc., its General Partner

By: _____
Name: Jon Shook
Title: CEO

4868 HOLLYWOOD BLVD., INC.

By: _____
Name: Jon Shook
Title: CEO

"SELLER REPRESENTATIVES"

JON SHOOK

VINNY DOTOLO

LAUREN TASCHEN

BENDIKT TASCHEN
