

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scott Mescudi		03/07/2022	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Moon Man Ventures, LLC		
Street Address:	458 Doheny Drive, #69678		
City:	West Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5265531	CLUB HOUSE DANCE PARTY	
Registration Number:	5085770	DONE UP TIL SUN UP	
Registration Number:	5073119	DONE UP TIL SUN UP	
Registration Number:	4863672	SATELLITE ACADEMY	
Registration Number:	4291226	KID CUDI	
Registration Number:	4244927	KID CUDI	
Registration Number:	4870951	KID CUDI	
Registration Number:	4863445	KID CUDI	
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:	2126871155		
Email:	cdelaney@nilsonlaw.com		
Correspondent Name:	Caitlin Delaney		
Address Line 1:	10 East 40th Street		
Address Line 2:	Suite 3310		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Caitlin Delaney		
SIGNATURE:	/Caitlin Delaney/		

OP \$215.00 5265531

DATE SIGNED:	05/13/2022
Total Attachments: 2 source=asn-1116 (trademarks assignment).308#page1.tif source=asn-1116 (trademarks assignment).308#page2.tif	

TRADEMARK ASSIGNMENT

This assignment (“**Assignment**”) is made and entered into as of March 7, 2022, between Scott Mescudi, an individual having an address at 9111 Sunset Blvd., Los Angeles, CA 90069 (“**Assignor**”), and Moon Man Ventures, LLC, a Delaware limited liability company having an address at 458 N. Doheny Drive, #69678, West Hollywood, CA 90069 (“**Assignee**”).

WHEREAS, Assignor is the owner of the following trademark/service mark registrations, including all goodwill relating to the trademarks/service marks with respect thereto (collectively, the “**Marks**”):

1. registration number 5265531 for the mark “CLUB HOUSE DANCE PARTY” in class 25;
2. registration number 5085770 for the mark “DONE UP TIL SUN UP” in class 25;
3. registration number 5073119 for the mark “DONE UP TIL SUN UP” in class 16;
4. registration number 4863672 for the mark “SATELLITE ACADEMY” in class 25;
5. registration number 4291226 for the mark “KID CUDI” in class 41;
6. registration number 4244927 for the mark “KID CUDI” in class 09;
7. registration number 4870951 for the mark “KID CUDI” in class 25; and
8. registration number 4863445 for the mark “KID CUDI” in class 16.

WHEREAS, Assignor desires to transfer to Assignee his entire right, title and interest in and to the Marks, including all goodwill relating thereto, pursuant to this Assignment; and

WHEREAS, Assignee wishes to acquire the Marks from Assignor, including all goodwill relating thereto, pursuant to this Assignment.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer of Marks: Assignor hereby transfers, conveys, sells and assigns all right, title, and interest whatsoever throughout the world in and to the Marks together with the goodwill of the business symbolized by the Marks, to Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Assignee hereby accepts such assignment and hereby assumes all of Assignor's obligations pursuant hereto.

2. Further Assurances: Upon request by Assignee, Assignor shall execute and deliver such further instruments and take such further actions as may be necessary to evidence more fully the transfer to Assignee of ownership of the Marks and goodwill relating thereto. Assignor therefore agrees:

(a) to execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Marks; and

(b) to perform in good faith any additional acts necessary or desirable in Assignee's reasonable business judgment to effectuate the terms of this Assignment.

3. Warranties: Assignor represents and warrants that: (a) Assignor is the owner of the Marks; (b) to the knowledge of Assignor, the Marks, as heretofore used by Assignor, do not infringe the rights of any other person or business entity, nor has the use of the Marks by Assignor otherwise entailed any conduct subject to

sanctions under the Lanham Act, 15 U.S.C. §1114, or comparable laws of other jurisdictions; (c) to the knowledge of Assignor, no claim of any such infringement or violation has been threatened or asserted and no such claim is pending against Assignor; and (d) Assignor has not entered into any agreement, license, release or order that restricts the right of Assignor or Assignee to use the Marks in any way.

4. Miscellaneous:

(a) Entire Agreement: The provisions of this Assignment constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

(b) Governing Law: This Assignment shall be governed by and construed under the laws of New York applicable to agreements to be wholly performed within said state.

(c) Successors and Assigns: Except as otherwise provided herein, this assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and/or assigns.

(d) Notice and Cure: No party shall be deemed in breach of any provision hereunder unless such party shall have failed to cure such breach within thirty (30) days after receiving notice from the other party advising such party of such breach and requesting that it be cured.


IN WITNESS WHEREOF, this Assignment has been signed and delivered by and on behalf of the parties hereto as of the date first set forth above.

Assignor:

Assignee:

MOON MAN VENTURES, LLC


SCOTT MESCUDI

By: 
Name: Scott Mescudi
Title: Member