

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Starco Impex Inc.		06/17/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	MTJ Intellectual Property LLC		
Street Address:	85 I-10N, Suite 111		
City:	Beaumont		
State/Country:	TEXAS		
Postal Code:	77707		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	90585778	M MILLENNIUM CIGARILLOS	
Serial Number:	90585766	KICKBACK FILTERED CIGARS	
Serial Number:	90585772	MILLENNIUM	
Registration Number:	6644032	KICKBACK	
Registration Number:	5389331	STARCO CELL EX	
Registration Number:	4786574	TROPTICS	
Registration Number:	4645566	SMART & HANDY	
Registration Number:	4645565	SMART & HANDY	
Registration Number:	4672356	RAMZES	
Registration Number:	3125041		
Registration Number:	2937020	STA-MAX	
CORRESPONDENCE DATA			
Fax Number:	7133646978		
<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:	7133644796		
Email:	leela@madan-law.com		
Correspondent Name:	Leela Madan		
Address Line 1:	2503 South Blvd., Ste. 200		
Address Line 4:	Houston, TEXAS 77098		

OP \$290.00 90585778

NAME OF SUBMITTER:	Leela Madan, Attorney of Record
SIGNATURE:	/LM/
DATE SIGNED:	06/17/2022
Total Attachments: 6 source=Starco signed assignment to MTJ#page1.tif source=Starco signed assignment to MTJ#page2.tif source=Starco signed assignment to MTJ#page3.tif source=Starco signed assignment to MTJ#page4.tif source=Starco signed assignment to MTJ#page5.tif source=Starco signed assignment to MTJ#page6.tif	

TRADEMARK ASSIGNMENT


This Trademark Assignment (hereinafter referred to as the "Assignment") is made effective March 2, 2022 (the "Effective Date") by and between the following Parties:

NAME: Starco Impex Inc.
a Texas corporation (the "Assignor")
ADDRESS: 2710 S 11th Street
Beaumont, TX 77701
United States


and

NAME: MTJ INTELLECTUAL PROPERTY LLC
a Texas limited liability company (the "Assignee")
ADDRESS: 85 I-10N, Suite 111
Beaumont, TX 77707
United States



WHEREAS, the Assignor is the sole and rightful owner of , an applied for trademark originally filed on Mar. 17, 2021, with the United States Patent and Trademark Office (USPTO), Serial Number 90585778; and



WHEREAS, the Assignor is the sole and rightful owner of , an applied for trademark originally filed on Mar. 17, 2021, with the USPTO, Serial Number 90585766; and


WHEREAS, the Assignor is the sole and rightful owner of MILLENNIUM, an applied for trademark originally filed on Mar. 17, 2021, with the USPTO, Serial Number 90585772; and

WHEREAS, the Assignor is the sole and rightful owner of KICKBACK, a federally registered trademark originally filed on Mar. 17, 2021, with the USPTO, Registration Number 6644032; and

WHEREAS, the Assignor is the sole and rightful owner of STARCO CELL EX, a federally registered trademark originally filed on Nov. 10, 2016, with the USPTO, Registration Number 5389331; and

WHEREAS, the Assignor is the sole and rightful owner of TROPTICS, a federally registered trademark originally filed on Nov. 11, 2013, with the USPTO, Registration Number 4786574; and




WHEREAS, the Assignor is the sole and rightful owner of  **Smart & Handy**, a federally registered trademark originally filed on Jul. 17, 2021, with the USPTO, Registration Number 4645566; and

WHEREAS, the Assignor is the sole and rightful owner of **SMART & HANDY**, a federally registered trademark originally filed on Jul. 17, 2021, with the USPTO, Registration Number 4645565; and

WHEREAS, the Assignor is the sole and rightful owner of **RAMZES**, a federally registered trademark originally filed on Mar. 22, 2013, with the USPTO, Registration Number 4672356; and



WHEREAS, the Assignor is the sole and rightful owner of  (i.e., the trade dress configuration of packaging for goods which is generally in the shape of a octagon), a federally registered trademark originally filed on Feb. 24, 2004, with the USPTO, Registration Number 3125041; and

WHEREAS, the Assignor is the sole and rightful owner of **STA-MAX**, a federally registered trademark originally filed on Aug. 14, 2003, with the USPTO, Registration Number 2937020; and

WHEREAS, the Assignee desires to purchase or acquire the entire rights, title, and interest in and to the Trademarks in perpetuity; and

WHEREAS, the Assignor is a duly formed Texas limited liability company in good standing with the State of Texas; and

WHEREAS, the Assignee is a duly formed Texas limited liability company in good standing with the State of Texas; and

WHEREAS, the Assignor and Assignee are duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT

The Assignor does hereby irrevocably sell, assign, transfer and set over all of its right, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all right to prepare derivative marks, all goodwill, domain name(s), social pages, and other rights), in and

to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the USPTO and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications for the Trademark to the Assignee as recipient of Assignor's entire right, title, and interest therein.

The Assignor further agrees to, upon the request and at the expense of Assignee: (a) cooperate with the Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge, and deliver all such further papers, including registration applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants the following:

- (a) Assignor has the right, power and authority to enter into this Assignment;
- (b) Assignor is the exclusive and legal owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademark has not been previously pledged, assigned, or encumbered and is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe on the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;

- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this agreement.

3. GOVERNING LAW

This Assignment shall be construed in accordance with, and all actions arising hereunder shall be interpreted, construed, and governed by, the laws of the State of Texas without reference to the choice of law principles thereof. Any matter arising out of either Party's obligations pursuant to this Assignment shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas.

4. ENTIRE AGREEMENT

This Assignment constitutes the sole agreement of the parties and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

5. SEVERABILITY

If one or more term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the remainder of this Assignment shall be interpreted as if such provision were so excluded, and (iii) the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

6. ADVICE OF COUNSEL

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS ASSIGNMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS ASSIGNMENT, THIS ASSIGNMENT WILL NOT BE CONTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Assignment as of the Effective Date.

Assignor: [Signature]
By: Starco Impex Inc. Date: 06/17/2022
A Texas limited liability company

Assignee: [Signature]
By: MTJ Intellectual Property LLC Date: 06/17/2022
A Texas limited liability company

ASSIGNOR ACKNOWLEDGEMENT

State of Texas)
County of Jefferson)

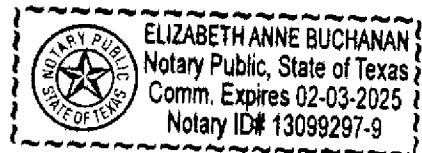
On June 17, 2022 before me the undersigned Notary Public, personally appeared Tahir Javed ASSIGNOR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Elizabeth Buchanan (Notary Seal)
Notary Public

02-03-2025
My commission expires



ASSIGNEE ACKNOWLEDGEMENT

State of Texas)

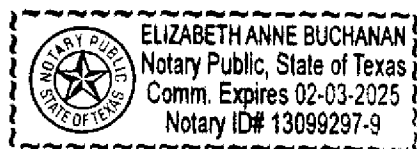
County of Jefferson)

On June 17, 2022 before me the undersigned Notary Public, personally appeared Tahir Javed ASSIGNEE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Elizabeth Buchanan (Notary Seal)
Notary Public



02-03-2025
My commission expires