

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759370

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spark Distribution LLC		09/30/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CALIFORNIA DIAMOND DISTRIBUTION INC		
<b>Street Address:</b>	312 PARNELL CT		
<b>City:</b>	WALNUT CREEK		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94597		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5429700	MODUS VAPORS RIOT	
<b>Registration Number:</b>	5449707	MODUS VAPORS KA	
<b>Registration Number:</b>	5166561	M MODUS	
<b>Registration Number:</b>	5226884	MODUS	
<b>Registration Number:</b>	5165876	MODUS VAPORS - PABLO	
<b>Registration Number:</b>	5165875	MODUS VAPORS - BUZZ	
<b>Registration Number:</b>	5175677	MODUS VAPORS - AKUMA	
<b>Registration Number:</b>	5082303	MODUS VAPORS MOLLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>			
<b>Phone:</b>	949-760-0404		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Knobbe Martens Olson & Bear, LLP		
<b>Address Line 1:</b>	2040 Main Street, 14th floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	CADMD.000GEN		
<b>NAME OF SUBMITTER:</b>	Bitia Kianian		

OP \$215.00 5429700

<b>SIGNATURE:</b>	/Bita Kianian/
<b>DATE SIGNED:</b>	10/05/2022
<b>Total Attachments: 8</b> source=2022-09-30 Spark LLC IP Assignment to CDD 9 16 _22 Trademarks and Copyright - signed - CADMD.000GEN#page1.tif source=2022-09-30 Spark LLC IP Assignment to CDD 9 16 _22 Trademarks and Copyright - signed - CADMD.000GEN#page2.tif source=2022-09-30 Spark LLC IP Assignment to CDD 9 16 _22 Trademarks and Copyright - signed - CADMD.000GEN#page3.tif source=2022-09-30 Spark LLC IP Assignment to CDD 9 16 _22 Trademarks and Copyright - signed - CADMD.000GEN#page4.tif source=2022-09-30 Spark LLC IP Assignment to CDD 9 16 _22 Trademarks and Copyright - signed - CADMD.000GEN#page5.tif source=2022-09-30 Spark LLC IP Assignment to CDD 9 16 _22 Trademarks and Copyright - signed - CADMD.000GEN#page6.tif source=2022-09-30 Spark LLC IP Assignment to CDD 9 16 _22 Trademarks and Copyright - signed - CADMD.000GEN#page7.tif source=2022-09-30 Spark LLC IP Assignment to CDD 9 16 _22 Trademarks and Copyright - signed - CADMD.000GEN#page8.tif	

## **TRADEMARK & COPYRIGHT ASSIGNMENT**

This Trademark & Copyright Assignment (hereinafter referred to as "Assignment") is effective as of September 30, 2022, by and between Spark Distribution LLC, a Delaware limited liability company ("ASSIGNOR") and California Diamond Distribution, Inc., a California corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks set forth in **Schedule A**, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto (the "Trademarks").

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and hereby assigns said goodwill to Assignee;

WHEREAS, ASSIGNOR owns certain foreign trademarks set forth in **Schedule B**, attached hereto and incorporated by this reference (the "Foreign Registrations") and owns certain copyrights, including, but not limited to, the copyrights in the artwork pertaining to the packaging for the Trademarks as well as the logos set forth in **Schedule C** ("Copyrights");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks, Foreign Registrations, and Copyrights worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest worldwide which include or are comprised of the Trademarks; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Foreign Registrations, and Copyrights worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademarks.

NOW, THEREFORE, in consideration of the payment of \$10,000 (USD) and delivery to Assignor of all monies and instruments paid and delivered to Assignor by Assignee pursuant to the terms of this Agreement, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. **Assignment**. ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

(a) the Trademarks owned by Assignor containing or comprising the mark "MODUS", including, specifically, the Trademarks set forth in **Schedule A**;

(b) the Foreign Registrations set forth in **Schedule B**;

(c) and all copyrights owned by Assignor, including, specifically, the Copyrights set forth in **Schedule C**; and

(d) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks; together with the goodwill, which is ongoing and existing, symbolized by said Trademarks, Foreign Registrations, and Copyrights, and other registered or unregistered trademarks or service marks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest concurrent with the transfer of certain tangible assets as indicia of said goodwill (including but not limited to the products bearing the Trademarks and Copyrights).

2. **Attorney in Fact.** ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, including but not limited to Trademarks and causes of action or claims more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks, Foreign Registrations, and Copyrights that may have accrued in ASSIGNOR's favor from the respective first use or filing date to the effective date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. At any time, and from time to time hereafter, ASSIGNOR shall, upon ASSIGNEE's written request, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the assigned rights and causes of action more effectively in ASSIGNEE. ASSIGNOR understands and agrees that no additional payments, royalties, accounting, attribution, credit, or any other kind of material or monetary remuneration will ever be paid, or is expected or required from ASSIGNEE in relation to the rights assigned herein other than a one-time payment of ten thousand \$10,000 (USD) as set forth above; however, ASSIGNEE acknowledges and agrees that ASSIGNEE shall bear all costs related to the making, filing, and recording of all such instruments including without limitation recording assignments of the Trademarks, Foreign Registrations, and Copyrights with the respective trademark and copyright offices.

3. **Entire Agreement.** This Agreement contains the full understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating thereto. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the Parties.

4. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the invalid provision shall be severed from the Agreement.

5. **Mutual Agreement.** The language used in this Agreement is the language chosen by the Parties to express their mutual intent. No rule of strict construction will be applied against either of the Parties.

6. **Modification.** This Agreement may be amended only by a writing signed by all of the Parties.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one instrument. This Agreement may be executed with an electronic signature, and exchanged electronically, together all of which shall be deemed to constitute a single original instrument.

8. **Successors.** This Agreement is binding upon, and will inure to the benefit of, the Parties and their respective successors and permitted assigns.

9. **Governing Law.** Agreement is governed by the laws of the state of California of the United States of America without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the day and year first above written.

ASSIGNOR Spark Distribution LLC

By:  \_\_\_\_\_

Name: Jose Benjamin Colayco \_\_\_\_\_

Title: President \_\_\_\_\_

Date: 9/30/22 \_\_\_\_\_

ASSIGNEE California Diamond Distribution Inc.

By:  \_\_\_\_\_


Name: Michael Hisaka \_\_\_\_\_

Title: CEO \_\_\_\_\_

Date: 9/30/22 \_\_\_\_\_

## SCHEDULES TO TRADEMARK ASSIGNMENT

### SCHEDULE A – Trademarks

	Serial Number	Reg. Number	Mark	Class
1	87347707	5429700	MODUS VAPORS RIOT	034
2	87347701	5449707	MODUS VAPORS KA	034
3	87209256	5166561		034
4	87209245	5226884	MODUS	034
5	87135850	5165876	MODUS VAPORS - PABLO	034
6	87135841	5165875	MODUS VAPORS - BUZZ	034
7	87135832	5175677	MODUS VAPORS - AKUMA	034
8	87031141	5082303	MODUS VAPORS MOLLY	034

### SCHEDULE B – Foreign Registrations

Country/Territory	Mark	Serial No./Reg No	Class(es)	Status
United Kingdom	MODUS VAPORS	UK00915955966	34	Registered
EU	MODUS VAPORS	15955966	34	Registered

### SCHEDULE C – Copyrights

Copyrights in all photographs, graphics, designs, and text pertaining to the Trademarks, including all promotional and marketing materials associated therewith (whether in print or digital form), as well as the logos, including all of the following.

## Works

### MODUS VAPORS RIOT

★★★★☆ 15 Reviews



Ingredients: Vegetable glycerin (VG), propylene glycol (PG), flavoring, nicotine. Warning: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Retail: \$40.00

**\$23.95**

You Save: \$16.05(40.1%)

### MODUS VAPORS KA

★★★★☆ 13 Reviews



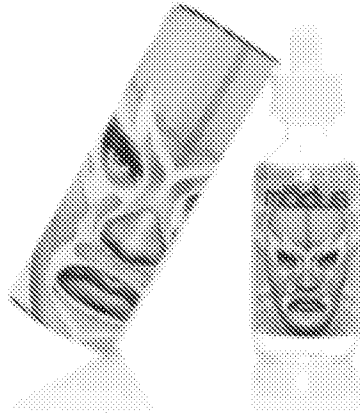
Ingredients: Vegetable glycerin (VG), propylene glycol (PG), flavoring, nicotine. Warning: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Retail: \$40.00

**\$23.95**

You Save: \$16.05(40.1%)

Home > E-Liquid >



### MODUS VAPORS - PABLO

★★★★★  
5.00 stars, based on 4 reviews 4 reviews | Write a review

Ingredients: Vegetable glycerin (VG), propylene glycol (PG)  
Flavoring: nicotine. Warning: This product contains chemicals  
known to the State of California to cause cancer and birth defects  
or other reproductive harm.

Retail: \$46.00

**\$23.95**

You Save: \$16.05(40.1%)

Home > E-Liquid >



### MODUS VAPORS - BUZZ

★★★★★  
4.33 stars, based on 3 reviews 3 reviews | Write a review

Ingredients: Vegetable glycerin (VG), propylene glycol (PG)  
Flavoring: nicotine. Warning: This product contains chemicals  
known to the State of California to cause cancer and birth defects  
or other reproductive harm.

Retail: \$46.00

**\$23.95**

You Save: \$16.05(40.1%)





## MODUS VAPORS - AKUMA



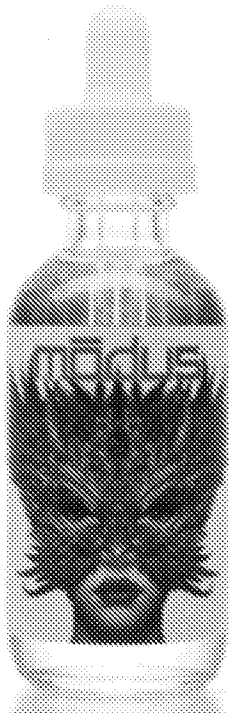
5.00 stars, based on 1 reviews 1 review(s). | [Write a review](#)

Ingredients: Vegetable glycerin (VG), propylene glycol (PG),  
flavoring, nicotine. Warning: This product contains chemicals  
known to the State of California to cause cancer and birth defects  
or other reproductive harm.

~~Retail: \$49.00~~

**\$23.95**

You Save: \$15.05(40.1%)



## MODUS VAPORS - MOLLY

There are no reviews yet. | [Write a review](#)

~~Retail: \$40.00~~

**\$29.95**

You Save: \$10.05 (25.1%)

Description

Reviews (0)

Strawberry Sour Belt Candy

