

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dirtybird, LLC		10/18/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Empire Distribution Inc.		
Street Address:	1740 Broadway, 15th Floor		
Internal Address:	c/o Hand Baldachin & Associates LLP		
City:	New York		
State/Country:	UNITED STATES		
Postal Code:	10019		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97059198	DIRTYBIRD	
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:	2122952719		
Email:	mreiner@hballp.com		
Correspondent Name:	Marc S. Reiner		
Address Line 1:	1740 Broadway, 15th Floor		
Address Line 2:	Hand Baldachin & Associates LLP		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Marc S. Reiner		
SIGNATURE:	/MARC S REINER/		
DATE SIGNED:	10/21/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

WHEREAS, Dirtybird, LLC, a California limited liability company (“Assignor”), owns the entire right, title, and interest in and to the marks described in Schedule “A” and the goodwill appertaining thereto (hereinafter, the “Marks”) as reflected in the application and registrations listed in Schedule “A”;

WHEREAS, Empire Distribution Inc., a California corporation (“Assignee”), with a primary address of 235 Pine Street, 24th Floor, San Francisco, California, 94104, desires to acquire Assignor’s entire right, title, and interest in and to the Marks and the corresponding application and registrations, together with the goodwill of the business connected with the use of and symbolized by the Marks;

NOW, THEREFORE, for and in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, fully and forever, Assignor’s entire right, title, and interest, whether statutory or at common law, in and to the Marks, together with: (1) the goodwill of the business symbolized by the Marks; (2) all corresponding applications and registrations; (3) all income, royalties, damages and any other monetary benefits due or payable to Assignor with respect to any of the Marks, including without limitation, damages and payments for any and all previously occurring infringements and violations of the rights being assigned; and (4) any and all rights to sue for past, present and future infringements or violations of the rights being assigned and retain the proceeds relating to such infringements or violations.

Assignor agrees to execute any further papers and perform such additional acts as may be necessary and proper to vest full title in and to the Marks and other corresponding rights in the Assignee, including without limitation, in the (i) preparation and prosecution of any application for registration of the Marks, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other action that may arise in connection with any of the Marks, including testifying as to any facts relating to the Marks and this Assignment, at the expense of Assignee.

Assignor hereby authorizes and requests the Commissioner of Trademarks of the USPTO and any other official of any applicable governmental authority to issue any and all registrations from any and all applications for registration included in the Marks to and in the name of Assignee.

Assignor hereby consents to the recordation of this assignment in the territories listed in Schedule “A” and any other territories as appropriate.

The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without regard to the conflicts of law principles of such state.

This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed

shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

TRADEMARK ASSIGNMENT

WHEREAS, Dirtybird, LLC, a California limited liability company (“Assignor”), owns the entire right, title, and interest in and to the marks described in Schedule “A” and the goodwill appertaining thereto (hereinafter, the “Marks”) as reflected in the application and registrations listed in Schedule “A”;

WHEREAS, Empire Distribution Inc., a California corporation (“Assignee”), with a primary address of _____, desires to acquire Assignor’s entire right, title, and interest in and to the Marks and the corresponding application and registrations, together with the goodwill of the business connected with the use of and symbolized by the Marks;

NOW, THEREFORE, for and in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, fully and forever, Assignor’s entire right, title, and interest, whether statutory or at common law, in and to the Marks, together with: (1) the goodwill of the business symbolized by the Marks; (2) all corresponding applications and registrations; (3) all income, royalties, damages and any other monetary benefits due or payable to Assignor with respect to any of the Marks, including without limitation, damages and payments for any and all previously occurring infringements and violations of the rights being assigned; and (4) any and all rights to sue for past, present and future infringements or violations of the rights being assigned and retain the proceeds relating to such infringements or violations.

Assignor agrees to execute any further papers as may be necessary and proper to vest full title in and to the Marks and other corresponding rights in the Assignee.

Assignor hereby consents to the recordation of this assignment in the territories listed in Schedule “A” and any other territories as appropriate.

The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

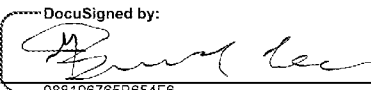
IN WITNESS WHEREOF, this Trademark Assignment is entered effective October 18, 2022.

ASSIGNOR

ASSIGNEE

Dirtybird, LLC

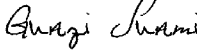
Empire Distribution Inc.

By: 
Name: Barclay Crenshaw
Title: Chief Executive Officer

By: _____
Name:
Title:

ASSIGNEE

Empire Distribution Inc.

DocuSigned by:

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By: _____

Name: Ghazi Shami

Title: Founder and CEO

Schedule A: Trademarks

Country	Mark	Serial No.	Registration No.	Registration Date
US	DIRTYBIRD	87/291745	5710273 ¹	9- sunglasses 14- keychains; pins being jewelry; necklaces 16- stickers 18- backpacks 25- pants, shorts, rainwear, sweaters, socks; clothing, namely, tops, hoodies, jackets, headwear, bandanas, buffs 26- embroidered patches for clothing
US	DIRTYBIRD	97/059198		9- downloadable virtual goods, namely, digital art, photographs, videos, or audio recordings featuring music, provided with nonfungible tokens (NFTs) or other digital tokens based on blockchain technology; computer storage devices containing virtual goods, namely, digital art, photographs, videos, or audio recordings featuring music, provided with non-fungible tokens (NFTs) or other digital tokens based on blockchain technology 16- art prints; posters; art pictures on canvas; lithographic works of art; art pictures the nature of paintings; art pictures in the nature of drawings; art pictures in the nature of printed photographs 41- providing on-line non-downloadable virtual goods, namely, digital art, photographs, videos, or audio recordings featuring music, provided with non-fungible tokens (NFTs) or other digital tokens based on blockchain technology
China	DIRTYBIRD	55040319	55040319	9- music cassettes, records, speakers, music records, music headphones, music composition software, sunglasses, audio CDs, music CDs, downloadable music files

¹ A Request to Divide has been filed with the USPTO to separate the services covered under Int'l Class 41 out from Reg. No. 5710273, which the parties expressly acknowledge and agree that Assignor is to retain. A registration resulting from the Request to Divide covering arranging, organizing, conducting, and hosting social entertainment events in the nature of barbecues and campouts in Int'l Class 41 is *not* subject to this Trademark Assignment agreement.