

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774144

<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>
Dennis Cummings		11/03/2022	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Moon Man Ventures, LLC		
<b>Street Address:</b>	458 N. Doheny Drive		
<b>Internal Address:</b>	#69678		
<b>City:</b>	West Hollywood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90069		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90176450	MAD SOLAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2126871155		
<b>Email:</b>	cdelaney@nilsonlaw.com		
<b>Correspondent Name:</b>	Caitlin Delaney		
<b>Address Line 1:</b>	10 East 40th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Caitlin Delaney		
<b>SIGNATURE:</b>	/Caitlin Delaney/		
<b>DATE SIGNED:</b>	12/14/2022		
<b>Total Attachments: 2</b>			
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OP \$40.00 90176450

## TRADEMARK ASSIGNMENT

This assignment ("**Assignment**") is made and entered into as of November 3, 2022, between Dennis Cummings, an individual having an address at 17622 Acacia Drive, Carson, CA 90746 ("**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 trademark application for the mark "MAD SOLAR" in class 41, for serial number 90176450, including all goodwill relating to such trademark/service mark with respect thereto (the "**Mark**").

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

WHEREAS, Assignee wishes to acquire the Mark 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 Mark: Assignor hereby transfers, conveys, sells and assigns all right, title, and interest whatsoever throughout the world in and to the Mark together with the goodwill of the business symbolized by the Mark, 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 Mark and goodwill relating thereto. Assignor therefore agrees:

(a) to execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Mark; 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 Mark; (b) to the knowledge of Assignor, the Mark, as heretofore used by Assignor, do not infringe the rights of any other person or business entity, nor has the use of the Mark 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 Mark 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.

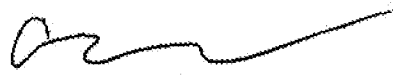
IN WITNESS WHEREOF, this Assignment has been signed and delivered by and on behalf of the parties hereto as of the date first set forth above.

Assignor:

Assignee:

MOON MAN VENTURES, LLC

x   
\_\_\_\_\_  
DENNIS CUMMINGS

By:   
\_\_\_\_\_  
Name: SCOTT MESCUDI  
Title: Member