

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775212

<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>
New Image Global, LLC		06/18/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Railroad Street Partners, LLC		
<b>Street Address:</b>	15265 Alton Parkway		
<b>Internal Address:</b>	Suite 120		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6763640	OGK	
<b>Registration Number:</b>	6060664	MANGO HAZE	
<b>Registration Number:</b>	6026626	BLACK MAMBA	
<b>Serial Number:</b>	87689899	ROYAL CONES	
<b>Registration Number:</b>	6206121	TRUE HEMP	
<b>Registration Number:</b>	5859817	XXL	
<b>Registration Number:</b>	5859816	XXL 2	
<b>Registration Number:</b>	4882719	CHICKEN & WAFFLES	
<b>Registration Number:</b>	4943048	MILE HIGH	
<b>Registration Number:</b>	4788498	TRUE BLUNT	
<b>Registration Number:</b>	5974701	NAKED	
<b>Registration Number:</b>	5115069	CALI FIRE	
<b>Registration Number:</b>	4797553	NAKED	
<b>Registration Number:</b>	4486004	TRIPLE THREAT	
<b>Registration Number:</b>	4446233	SENSUAL CHOCOLATE	
<b>Registration Number:</b>	4416176	FLAV-R-LESS	
<b>Registration Number:</b>	5129266	EASTWOODS	
<b>Registration Number:</b>	3545336	NEW IMAGE GLOBAL	

OP \$840.00 6763640

Property Type	Number	Word Mark
Registration Number:	3360852	FRENCH MARTINI
Registration Number:	3227766	EZ-DUZ-IT
Registration Number:	3003127	SOUR APPLE
Registration Number:	2930583	ROYAL BLUNTS
Registration Number:	2992518	PURPLE HAZE
Registration Number:	2992499	WET MANGO
Registration Number:	2943983	ROYAL BLUNTS BLUNT OUT
Registration Number:	2893325	RB
Registration Number:	4057940	XXL 2
Registration Number:	4014300	BLU MAGIC
Registration Number:	3877693	BALLERS CHOICE
Registration Number:	3752982	TRUE BLUNT CLASSIC
Registration Number:	3483717	DOUBLE-UP
Registration Number:	2534012	CHRONIC WRAP
Registration Number:	2185513	ROYAL BLUNTS

**CORRESPONDENCE DATA**

**Fax Number:** 8188887544

*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.*

**Phone:** (818) 888-7540

**Email:** cpham@criterioncounsel.com

**Correspondent Name:** Christopher Q. Pham

**Address Line 1:** 6355 Topanga Canyon Boulevard

**Address Line 2:** Suite 326

**Address Line 4:** Woodland Hills, CALIFORNIA 91367

<b>NAME OF SUBMITTER:</b>	Christopher Q. Pham
<b>SIGNATURE:</b>	/Christopher Q. Pham/
<b>DATE SIGNED:</b>	12/19/2022

**Total Attachments: 11**

- source=New Image - Executed Trademark Assignment Agreement\_Redacted#page1.tif
- source=New Image - Executed Trademark Assignment Agreement\_Redacted#page2.tif
- source=New Image - Executed Trademark Assignment Agreement\_Redacted#page3.tif
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated as of June 18, 2022, is made by and between (i) New Image Global, LLC Series A, a Delaware limited liability company ("Seller"), in favor of (ii) Railroad Street Partners, LLC, a California limited liability company ("Buyer").

WHEREAS, Seller is the sole and exclusive owner of the trademarks set forth in Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Seller desires to focus on its core tobacco product distribution business by transferring ownership of the Trademarks for fair market value; and

WHEREAS, in furtherance of the foregoing, Buyer desires to acquire from Seller, and Seller desires to assign to Buyer, the entire right, title and interest in and to the Trademarks pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Trademarks, and the goodwill of the business connected with the use of and symbolized by such Trademarks, including without limitation the right to seek injunctive relief and to recover damages and/or profits that have arisen from infringement of such Trademarks, with the same to be held and enjoyed by Buyer for its use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Buyer if this assignment had not been made.

2. Purchase Price. The aggregate purchase price for the assignment of the Trademarks pursuant to this Agreement shall be \$ [REDACTED] (the "Purchase Price"). The Purchase Price shall be represented by a promissory note of Buyer dated as of the date hereof, bearing interest at the applicable federal rate (within the meaning of section 1274(d) of the Internal Revenue Code of 1986, as amended), payable in not more than [REDACTED] equal quarterly installments of principal together with accrued interest.

3. Recordation and Further Assurances. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Buyer, or any assignee or successor thereto.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

5. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

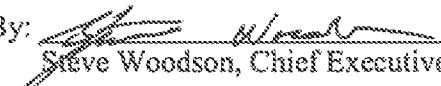
6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Seller has duly executed and delivered this Agreement as of the date first written above.

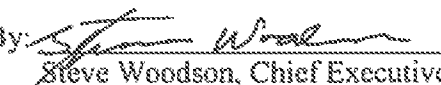
NEW IMAGE GLOBAL, LLC SERIES A

By: New Image Holdings, LLC, its Manager

By:   
Steve Woodson, Chief Executive Officer

AGREED TO AND ACCEPTED BY: RAILROAD STREET PARTNERS, LLC

By: New Image Holdings, LLC, its sole member

By:   
Steve Woodson, Chief Executive Officer

**SCHEDULE A**

**Assigned Trademarks**

See attached.

**UNITED STATES TRADEMARKS**

<u>Mark</u>	<u>Client</u>	<u>Filing Date</u>	<u>Class</u>	<u>Class Description</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Register</u>	<u>Status</u>	<u>Status</u>
<b>BALLERS CHOICE</b>	New Image Global, Inc. (CA Corp.)	6/22/2009	IC 034	Smokers' Articles	11/16/2010	<b>3877693</b>	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 11/16/2030
<b>BLACK MAMBA</b>	New Image Global, Inc. (CA Corp.)	2/1/2019	IC 034	Smokers' Articles	4/7/2020	<b>6026626</b>	Principal	Live	Section 8 Declaration of Continuous Use and Section 15 Declaration of Incontestability - DUE 4/7/2026
<b>BLU MAGIC</b>	New Image Global, Inc. (CA Corp.)	3/30/2009	IC 034	Smokers' Articles	8/23/2011	<b>4014300</b>	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 8/23/2031
<b>CALL FIRE</b>	New Image Global, Inc. (CA Corp.)	12/15/2014	IC 034	Smokers' Articles	1/3/2017	<b>5115069</b>	Principal	Live	Section 8 Declaration of Continuous Use (5 years) and Section 15 Declaration of Incontestability - DUE 1/3/2023
<b>CHICKEN &amp; WAFFLES</b>	New Image Global, Inc. (CA Corp.)	10/10/2014	IC 034	Smokers' Articles	1/5/2016	<b>4882719</b>	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 1/5/2026
<b>CHRONIC WRAP</b>	New Image Global, Inc. (CA Corp.)	12/21/2000	IC 034	Smokers' Articles	1/29/2002	<b>2534012</b>	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 1/29/2032
<b>DOUBLE-UP</b>	New Image Global, Inc. (CA Corp.)	9/19/2007	IC 034	Smokers' Articles	8/12/2008	<b>3483717</b>	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 8/12/2028

<b>EASTWOOD</b>	New Image Global, Inc. (CA Corp.)	1/14/2013	IC 034	Smokers' Articles	1/24/2017	<b>5129266</b>	Principal	Live	Section 8 Declaration of Continuous Use (5 years) and Section 15 Declaration of Incontestability - DUE 1/24/2023
<b>EZ-DUZ-IT</b>	New Image Global, Inc. (CA Corp.)	6/9/2006	IC 034	Smokers' Articles	4/10/2007	<b>3227766</b>	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 4/10/2027
<b>FLAV-R-LESS</b>	New Image Global, Inc. (CA Corp.)	10/1/2012	IC 034	Smokers' Articles	10/8/2013	<b>4416176</b>	Supplemental	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 10/8/2023
<b>FRENCH MARTINI</b>	New Image Global, Inc. (CA Corp.)	6/9/2006	IC 034	Smokers' Articles	12/25/2007	<b>3360852</b>	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 12/25/2027
<b>MANGO HAZE</b>	New Image Global, Inc. (CA Corp.)	11/7/2018	IC 034	Smokers' Articles	5/19/2020	<b>6060664</b>	Supplemental	Live	Section 8 Declaration of Continuous Use - DUE 5/19/2026
<b>MILLE HIGH</b>	New Image Global, Inc. (CA Corp.)	2/7/2014	IC 034	Smokers' Articles	4/19/2016	<b>4943048</b>	Principal	Live	Section 8 Declaration of Continuous Use (5 years) and Section 15 Declaration of Incontestability - DUE 4/19/2022 (FILED 3/28/2022)
<b>NAKED</b>	New Image Global, Inc. (CA Corp.)	9/28/2012	IC 034	Smokers' Articles	8/25/2015	<b>4797553</b>	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 8/25/2025
<b>NAKED</b>	New Image Global, Inc. (CA Corp.)	2/18/2016	IC 034	Smokers' Articles	2/4/2020	<b>5974701</b>	Principal	Live	Section 8 Declaration of Continuous Use (5 years) and Section 15 Declaration of Incontestability - DUE 2/4/2026





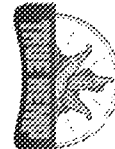




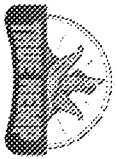



NEW IMAGE GLOBAL	New Image Global, Inc. (CA Corp.)	6/9/2006	IC 034	Smokers' Articles	12/9/2008	3545336	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 12/9/2028
OGK	New Image Global, Inc. (CA Corp.)	1/28/2021	IC 034	Smokers' Articles			Principal	Live	Published for Opposition - 4/5/2022
PURPLE HAZE	New Image Global, Inc. (CA Corp.)	7/16/2004	IC 034	Smokers' Articles	9/6/2005	2992518	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 9/6/2025
RB (design)	New Image Global, Inc. (CA Corp.)	6/11/2003	IC 025 IC 034	Clothing Smokers' Articles	10/12/2004	2893325	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 10/12/2024
ROYAL BLUNTS	New Image Global, Inc. (CA Corp.)	6/11/2003	IC 025 IC 034	Clothing Smokers' Articles	3/8/2005	2930583	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 3/8/2025
ROYAL BLUNTS (design)	New Image Global, Inc. (CA Corp.)	3/17/1997	IC 034	Smokers' Articles	9/1/1998	2185513	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 9/1/2028
ROYAL BLUNTS BLUNT OUT	New Image Global, Inc. (CA Corp.)	4/19/2004	IC 005	Pharmaceuticals	4/26/2005	2943983	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 4/26/2025
ROYAL CONES	New Image Global, Inc. (CA Corp.)	11/17/2017	IC 034	Smokers' Articles	N/A	N/A	Principal	Live	Statement of Use - DUE 7/23/2022
SENSUAL CHOCOLATE	New Image Global, Inc. (CA Corp.)	10/2/2012	IC 034	Smokers' Articles	12/10/2013	4446233	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 12/10/2023




<b>SOUR APPLE</b>	New Image Global, Inc. (CA Corp.)	12/23/2004	IC 034	Smokers' Articles	9/27/2005	<b>3003127</b>	Supplemental	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 9/27/2025
<b>TRIPLE THREAT</b>	New Image Global, Inc. (CA Corp.)	9/24/2012	IC 034	Smokers' Articles	2/18/2014	<b>4486004</b>	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 2/18/2024
<b>TRUE BLUNT</b>	New Image Global, Inc. (CA Corp.)	6/10/2014	IC 034	Smokers' Articles	8/11/2015	<b>4788498</b>	Principal	Live	Section 8 Declaration of Continuous Use and Application for Renewal - DUE 8/11/2025
<b>TRUE BLUNT CLASSIC</b>	New Image Global, Inc. (CA Corp.)	8/8/2008	IC 034	Smokers' Articles	2/23/2010	<b>3752982</b>	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 2/23/2030
<b>TRUE HEMP</b>	New Image Global, Inc. (CA Corp.)	4/18/2018	IC 034	Smokers' Articles	11/24/2020	<b>6206121</b>	Principal	Live	Section 8 Declaration of Continuous Use (5 years) and Section 15 Declaration of Incontestability - DUE 11/24/2026
<b>WET MANGO</b>	New Image Global, Inc. (CA Corp.)	7/15/2004	IC 034	Smokers' Articles	9/6/2005	<b>2992499</b>	Principal	Live	Section 8 Declaration of Continuous Use (5 years) and Section 15 Declaration of Incontestability - DUE 9/6/2025
<b>XXL</b>	New Image Global, Inc. (CA Corp.)	12/21/2017	IC 034	Smokers' Articles	9/17/2019	<b>5859817</b>	Principal	Live	Section 8 Declaration of Continuous Use (5 years) and Section 15 Declaration of Incontestability - DUE 9/17/2025
<b>XXL 2</b>	New Image Global, Inc. (CA Corp.)	12/21/2017	IC 034	Smokers' Articles	9/17/2019	<b>5859816</b>	Principal	Live	Section 8 Declaration of Continuous Use (5 years) and Section 15 Declaration of Incontestability - DUE 9/17/2025

XXL 2 (design)	New Image Global, Inc. (CA Corp.)	3/25/2009	IC 034	Smokers' Articles	11/22/2011	4057940	Principal	Live	Section 8 Declaration of Continuous Use and Section 9 Application for Renewal - DUE 11/22/2021 (FILED 11/15/2021)
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**FOREIGN TRADEMARKS**

Country	Agent	Owner	Trademarks	Class	Application Date	Certificate No.	Granting Date	Due Date
BRAZIL	Kasznar Leonaidos	NEW IMAGE GLOBAL, INC.		34	12/18/2020	921650272	10/19/2021	10/19/2031
CHILE	CAREY	NEW IMAGE GLOBAL, INC.		34	12/23/2020	1371286	5/13/2022	5/13/2032
COLOMBIA	MDE	NEW IMAGE GLOBAL, INC.		34	12/18/2020	684795	5/13/2021	6/29/2031
				34	12/18/2020	686933	7/29/2021	8/31/2031
COSTA RICA	MORA MARTIN	NEW IMAGE GLOBAL, INC.		34	12/18/2020	296156	4/29/2021	4/29/2031
				34		297671	7/15/2021	7/15/2031

			<b>ROYAL BLUNTS XXL</b>			303786	3/4/2022	3/4/2032	
				34		302579	1/20/2022	1/20/2032	
					12/18/2020	266229	2/21/2022	2/20/2032	
<b>GUATEMALA</b>	GARCIA & BODAN	NEW IMAGE GLOBAL, INC.		34		286567 01	2/18/2021	2/18/2031	
				34		286568 01	2/18/2021	2/18/2031	
				34	12/18/2020	286570 01	2/18/2021	2/18/2031	
				34		286571 01	2/19/2021	2/19/2031	
<b>PANAMA</b>	MORAN IP	NEW IMAGE GLOBAL, INC.	<b>ROYAL BLUNTS XXL</b>	34					
			<b>ROYAL BLUNTS XXL</b>	34		P00304624	19/02/2021	19/02/2031	

VARIOUS FOREIGN COUNTRIES	PERU	BARLAW - Barrera & Asociados	NEW IMAGE GLOBAL, INC.		34	18/12/2020	P00304569	17/02/2021	17/02/2031
					34		P00312337	27/07/2021	27/07/2031
					34		P00305596	10/03/2021	10/03/2031
				ALL OTHER PENDING TRADEMARK APPLICATIONS					
				ALL OTHER PENDING TRADEMARK APPLICATIONS					
				ALL OTHER PENDING TRADEMARK APPLICATIONS					

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