

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779327

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/26/2022
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pardon Holdings LLC		05/26/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Pardon Ventures LLC
Street Address:	1550 Larimer Street, Suite 431
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	97049131	PARDON

CORRESPONDENCE DATA

Fax Number: 2028427899

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: 2028427800

Email: mobleysg@cooley.com

Correspondent Name: John Paul Oleksiuk

Address Line 1: 1299 Pennsylvania Avenue, NW, Suite 700

Address Line 4: Washington, D.C. 20004-2400

ATTORNEY DOCKET NUMBER:	345225-20000
NAME OF SUBMITTER:	Susan Mobley
SIGNATURE:	/Susan Mobley/
DATE SIGNED:	01/09/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 26, 2022 (the "Effective Date") is by and among PARDON INC., a California corporation which was wholly-owned by Founder prior to its dissolution (the "Dissolved Corporation"), and NICHOLAS PARDON, an individual ("Founder"), and PARDON HOLDINGS LLC, a Delaware limited liability company which is wholly-owned by Founder ("Pardon Holdings"), and PARDON VENTURES LLC, a Delaware limited liability company which is wholly-owned by Pardon Holdings ("Pardon Ventures").

WHEREAS, the Dissolved Corporation was dissolved on May 27, 2022, through the filing of a Certificate of Dissolution with the California Secretary of State (the "Dissolution");

WHEREAS, pursuant to the Dissolution, all of the remaining assets of the Dissolved Corporation, including all right, title, and interest in and to the trademarks and the applications and registrations therefor listed in Appendix A together with the goodwill of the business associated and symbolized by said trademarks (the "Trademarks") were transferred to Founder as the sole shareholder of the Dissolved Corporation (the "Dissolution Assignment");

WHEREAS, immediately following the Dissolution Assignment, Founder transferred the Trademarks and other remaining assets of the Dissolved Corporation to Pardon Holdings as a capital contribution (the "Founder's Assignment");

WHEREAS, immediately following the Founder's Assignment, Pardon Holdings transferred the Trademarks and other remaining assets of the Dissolved Corporation to Pardon Ventures as a capital contribution (the "Pardon Holdings' Assignment" and collectively with the Dissolution Assignment and the Founder's Assignment, the "Assignments"); and

WHEREAS, the parties wish to ratify and confirm the Assignments in a writing suitable to effectuate the transfer of the Trademarks for recordation with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions and for such other purposes as may be appropriate or necessary.

NOW, THEREFORE, in consideration of the transactions contemplated by the Assignments and this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows, effective *nunc pro tunc* as set forth herein:

1. Dissolution Assignment. Dissolved Corporation hereby assigns, conveys, and transfers to Nicholas Pardon, his successors and assigns, *nunc pro tunc* effective as of the Effective Date, the following:

(a) all right, title, and interest in and to the Trademarks, including the right to any applications and registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of Nicholas Pardon, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, and the right to the goodwill associated with the Trademarks free and clear of all liens, restrictions, leases, security interests, claims, charges or encumbrances whatsoever. The Trademarks and corresponding application are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

(b) all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Founder's Assignment. Founder hereby assigns, conveys, and transfers to Pardon Holdings, its successors and assigns, *nunc pro tunc* effective as of the Effective Date, the following:

(a) all right, title, and interest in and to the Trademarks, including the right to any applications and registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of Pardon Holdings, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, and the right to the goodwill associated with the Trademarks free and clear of all liens, restrictions, leases, security interests, claims, charges or encumbrances whatsoever. The Trademarks and corresponding application are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

(b) all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Pardon Holdings' Assignment. Pardon Holdings hereby assigns, conveys, and transfers to Pardon Ventures, its successors and assigns, *nunc pro tunc* effective as of the Effective Date, the following:

(a) all right, title, and interest in and to the Trademarks, including the right to any applications and registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of Pardon Ventures, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, and the right to the goodwill associated with the Trademarks free and clear of all liens, restrictions, leases, security interests, claims, charges or encumbrances whatsoever. The Trademarks and corresponding application are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

(b) all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

4. 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).

5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one

and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives affixed their signatures below as of the Effective Date.

PARDON INC.

By: Nicholas Pardon

Name: Nicholas Pardon

Title: Sole Member

NICHOLAS PARDON

By: Nicholas Pardon

PARDON HOLDINGS LLC

By: Nicholas Pardon

Name: Nicholas Pardon

Title: Sole Member

PARDON VENTURES LLC

By: Nicholas Pardon

Name: Nicholas Pardon

Title: Manager

APPENDIX A
Trademarks

Mark	Country	Class	App. No. / Reg. No.	App. Date / Reg. Date	Status
PARDON	United States	35, 36	Serial No. 97049131	Filed 9/28/2021	Pending
PARDON	Canada	35, 36	App. No. 2179439	Filed 3/13/2022	Pending
PARDON	European Union	35, 36	App. No. 1655109	Filed 3/13/2022 Registered 9/7/2022	Registered
PARDON	Madrid Protocol	35, 36	App. No. 1655109 Reg. No. 1655109	Filed 3/13/2022 Registered 4/14/2022	Registered
PARDON	Mexico	35	App. No. 2732196	Filed 3/13/2022	Pending
PARDON	Mexico	36	App. No. 2732197	Filed 3/13/2022	Pending
PARDON	United Kingdom	35, 36	App. No. 1655109 Reg. No. 1655109	Filed 3/13/2022 Registered 6/23/2022	Registered

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