

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
7 Daze LLC		04/01/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	7D Holdings, LLC		
Street Address:	8th the Green, Suite R		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5290669	REDS APPLE EUJICE	
Registration Number:	5296073	MAGNETIC LIQUIDS	
Registration Number:	5296074	SLICED FRUIT LIQUIDS	
Registration Number:	5300598	DRIP POPS	
Registration Number:	5321671	PINK STICKS	
Registration Number:	5424919	7 DAZE	
Registration Number:	5519121	ZOOOR	
Registration Number:	5683543	7 DAZE	
Registration Number:	5683544	SEVEN DAZE	
CORRESPONDENCE DATA			
Fax Number:	8888278880		
<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:	9095204381		
Email:	twang@TheWangIPLaw.com		
Correspondent Name:	Tommy SF Wang		
Address Line 1:	18645 E. Gale Ave. 205		
Address Line 2:	205		
Address Line 4:	City of Industry, CALIFORNIA 91748		
NAME OF SUBMITTER:	Tommy SF Wang		

OP \$240.00 5290669

SIGNATURE:	/Tommy SF Wang/
DATE SIGNED:	06/05/2023
Total Attachments: 2 source=Trademark Assignment Agreement_04012023#page1.tif source=Trademark Assignment Agreement_04012023#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the “Agreement”) is entered into this 1st day of April 2023 (“Effective Date”) by and between 7 Daze LLC (“Assignor”) and 7D Holdings, LLC (“Assignee”) (hereinafter each referred to individually as a “Party” or collectively as the “Parties”).

WHEREAS, Assignor owns all rights, title, good will, and interest in and to certain U.S. trademark registrations, identified as Registration Nos. 5290669, 5296073, 5296074, 5300598, 5321671, 5424919, 5519121, 5683543, and 5683544 (hereinafter the “Assigned Marks”); and

WHEREAS, Assignee desires to acquire all of Assignor’s rights, title, good will, and interest, in and to the Assigned Marks, and Assignor desires to assign all such rights, title, good will, and interest in and to the Assigned Marks, upon the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor all of Assignor’s rights, title, good will, and interest in and to the Assigned Marks.
2. In consideration for the assignment set forth in Paragraph 1, Assignee shall pay Assignor the sum of \$1.00 USD, payable on the Effective Date first written above.
3. Assignor represents and warrants that:
 - (i) Assignor owns all rights, title, good will, and interest in and to the Assigned Marks;
 - (ii) The Assigned Marks are currently valid and subsisting and in full force and effect;
 - (iii) Assignor has not licensed the Assigned Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Assigned Marks to any other person or entity;
 - (iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - (v) execution of this Assignment and performance of Assignor’s obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.
4. At any time, and from time to time after the Effective Date, at Assignee’s request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor’s expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee’s title to the Assigned Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable

cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Assigned Marks.

5. After the Effective Date, Assignor agrees to make no further use of the Assigned Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Assigned Marks.
6. This Agreement shall be binding on and shall inure to the benefit of the Parties to this Agreement and their successors and assigns, if any.
7. Miscellaneous.
 - (i) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the United State and the State of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the state and federal courts of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any such courts.
 - (ii) Should either Party hereto, or any heir, personal representative, successor, or assign of either Party hereto, resort to litigation to enforce this Agreement, or in any action relating to this Agreement, the Party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the Party against whom enforcement is sought.
 - (iii) Any provision of this Agreement that is found invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, but shall not affect, in any way, the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

/John Lau/
John Lau
7 Daze LLC
1425 South Vineyard Ave
Ontario, CA 91761

ASSIGNEE:

/John Lau/
John Lau
7D Holdings, LLC
8th the Green, Suite R
Dover, DE 19901