

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900814470
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DPI, INC.		11/09/2023	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	FINEST BRANDS, INC.
Street Address:	5455 WILSHIRE BLVD.
Internal Address:	STE. 1410
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90036
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2748810	IS IT LIVE OR IS IT MEMOREX?
Registration Number:	1557540	MEMOREX
Registration Number:	1561916	MEMOREX
Registration Number:	1686110	MEMOREX
Registration Number:	2599345	MEMOREX
Registration Number:	3917502	MEMOREX
Registration Number:	4534121	MEMOREX LIVE

CORRESPONDENCE DATA

Fax Number:

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: 3103107989
Email: jeff@finniplaw.com
Correspondent Name: Jeffrey A Finn
Address Line 1: 11400 W. Olympic Boulevard
Address Line 2: 9th Floor
Address Line 4: Los Angeles, CALIFORNIA 90035

ATTORNEY DOCKET NUMBER:	FBI0100A
NAME OF SUBMITTER:	Jeffrey Finn
SIGNATURE:	/jeffrey finn/
DATE SIGNED:	11/21/2023

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is effective as of the 9th day of November, 2023 (the "*Effective Date*"), by **DPI, INC.**, a Missouri corporation ("*Assignor*"), in favor of **FINEST BRANDS, INC.**, a California corporation ("*Buyer*"). Buyer and Assignor are referred to collectively herein as the "*Parties*."

RECITALS

WHEREAS, the Parties entered into that certain Asset Purchase Agreement dated as of the Effective Date (the "*Purchase Agreement*") pursuant to which Assignor sold, transferred and conveyed all right, title and interest in and to the Acquired Assets on the terms and conditions as set forth in the Purchase Agreement. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to sell, assign and transfer all of right, title and interest in and to all of the Acquired Assets to Buyer, including, without limitation, all MEMEREX Marks and the goodwill associated therewith, free and clear of any Security Interests pursuant to the terms and conditions of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Assignor, agreeing to be legally bound, agrees as follows:

1. Pursuant to the Purchase Agreement, Assignor hereby perpetually, irrevocably and unconditionally conveys, transfers, assigns, delivers and contributes to Assignee and its successors and assigns the entire worldwide right, title and interest of whatever kind to the MEMEROX Marks, including, without limitation, those MEMEROX Marks as set forth on Schedule 1, and the goodwill associated therewith.

2. Without limiting the generality of the foregoing, Assignor further hereby perpetually, irrevocably and unconditionally conveys, transfers, assigns, delivers and contributes to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the rights set forth above included in the MEMEROX Marks, including, without limitation, all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Closing Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all rights of attribution and integrity and other moral rights of any author associated with the MEMEROX Marks.

3. Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office as well as any other registry or filing office of any country or agency so as to establish Assignee as the owner of record of the MEMEROX Marks, and in connection therewith, Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country registry, agency or filing office empowered to issue trademarks, to record this Assignment Agreement, and to issue or transfer the said trademark record(s) to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of this Assignment.

4. Assignor hereby appoints Assignee and its successors and assigns as Assignor's attorney-

in-fact with full power of substitution (without imposing any obligations on Assignee), to perform all acts which Assignee deems appropriate to perpetually, irrevocably and unconditionally convey, transfer, assign, deliver and contribute to Assignee and its successors and assigns all rights in and to the MEMEROX Marks as set forth herein, including, without limitation, the power to execute, file, record and deliver all documents, instruments, certificates, agreements, transfer documents, transfer powers and/or other third party consents required to transfer the MEMEROX Marks. The power of attorney granted herein is coupled with an interest and is irrevocable.

5. Assignor further hereby revokes all previous powers of attorney related to the MEMEROX Marks and hereby appoints Assignee with full power of substitution and revocation vested in Assignee to prepare and execute on Assignor's behalf, any documents, instruments, certificates or agreements necessary or required by the United States Patent and Trademark Office as well as any other agency, registry or filing office of any country in connection with and to demonstrate Assignor's consent to use, register and/or attempt to register the MEMEROX Marks, including, without limitation, the trademarks as set forth on **Schedule 1** and all rights conveyed hereby in connection therewith, by Assignee and its successors and assigns.

6. Assignor further agrees, at the reasonable request of Assignee, to promptly (a) execute and have executed any and all other documents, instruments, certificates or agreements of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and conditions and intent of this Assignment, and (b) fully cooperate with Assignee as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office as well as any other agency, registry or filing office of any country so as to establish Assignee as the owner of record of the MEMOREX Marks and that Assignee's ownership of the MEMOREX Marks is duly made of record.

7. This Assignment shall be binding upon Assignor and inure to the benefit of Assignee and its successors and assigns.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall represent one and the same instrument. For purposes hereof, electronic (email) and facsimile signature pages shall be deemed originals.


9. This Assignment is entered into and subject to the terms and conditions of the Purchase Agreement. This Agreement shall not be deemed to supersede or modify any of the provisions of the Purchase Agreement, and the representations and warranties contained in the Purchase Agreement are incorporated by reference herein and made a part hereof as if fully set forth herein. In the event of any conflict between this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first hereinabove written.

ASSIGNOR:

DPI, INC., a Missouri corporation

By: 
William Fetter, Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

SCHEDULE 1
List of MEMOREX Marks

Country	Mark Name	Status	Application Number	Filed Date	Registration Number	Registration Date
Australia	MEMOREX	Registered	307739	1977-06-01	307739	1979-05-31
Australia	MEMOREX & Design (gray)	Registered	1420931	2011-04-15	1420931	2011-11-21
Australia	MEMOREX SECURE	Registered	1455444	2011-10-21	1455444	2012-05-24
Bermuda	MEMOREX	Registered	21973	1993-01-28	21973	1995-03-02
Brazil	MEMOREX	Registered	825134625	2002-11-29	825134625	2010-06-22
Brazil	MEMOREX (stylized and/or with design)	Registered	830224459	2009-04-08	830224459	2011-10-04
Canada	E MEMOREX	Registered	1069913	2000-08-04	TMA564620	2002-07-12
Canada	E MEMOREX. COM	Registered	1069914	2000-08-04	TMA566039	2002-08-20
Canada	IS IT LIVE OR IS IT MEMOREX?	Registered	1134212	2002-03-14	TMA674496	2006-10-10
Canada	M AND HALO Design	Registered	1131356	2002-02-18	TMA673999	2006-10-03
Canada	MEMOREX	Registered	322836	1969-05-29	TMA181108	1972-02-04
Canada	MEMOREX	Registered	728691	1993-05-11	TMA495643	1998-06-03
Canada	MEMOREX & Halo Design	Registered	1131357	2002-02-18	TMA598581	2004-01-06
Canada	MEMOREX (stylized and/or with design)	Registered	1438235	2009-05-14	TMA796086	2011-04-21
Chile	MEMOREX	Registered	637513	2004-02-17	1113708	2004-07-12
China	IS IT LIVE OR IS IT MEMOREX?	Registered	3078528	2002-01-24	3078528	2003-05-14
China	MEMOREX	Registered	9900104318	1999-09-02	1518082	2001-02-07
China	MEMOREX	Registered	2001078770	2001-05-15	1982392	2004-05-21
China	MEMOREX (stylized and/or with design)	Registered	9484975	2011-05-19	9484975	2012-08-21
China	MEMOREX SECURE	Registered	10119911	2011-10-28	10119911	2013-01-07
Colombia	MEMOREX	Registered	92359725	1992-04-23	162985	1994-06-30
Costa Rica	MEMOREX	Registered	2003-0001523	2003-03-11	148140	2004-06-23
Dominican Republic	MEMOREX	Registered	53561	1992-05-05	53561	1992-06-15
Ecuador	MEMOREX	Registered	31635/92	1992-04-20	2143	1993-04-30
European Union	IS IT LIVE OR IS IT MEMOREX?	Registered	2505451	2001-12-17	2505451	2003-06-04
European Union	MEMOREX	Registered	162073	1996-04-01	162073	1998-11-11
European Union	MEMOREX	Registered	2201242	2001-05-02	2201242	2003-01-20

Country	Mark Name	Status	Application Number	Filed Date	Registration Number	Registration Date
European Union	MEMOREX (Stylized and/or w/Design)	Registered	1007280	2009-03-23	1007280	2010-06-14
European Union	MEMOREX SECURE	Registered	10375079	2011-10-27	10375079	2012-03-29
Honduras	MEMOREX	Registered	3612/92	1992-05-22	56872	1993-01-20
Hong Kong	IS IT LIVE OR IS IT MEMOREX?	Registered	20593/2001	2001-12-21	2003B03885	2003-03-13
Hong Kong	MEMOREX	Registered	10158/92	1992-04-13	199305552	1993-12-21
Hong Kong	MEMOREX	Registered	1415/2002	2002-01-31	200216216	2002-12-23
Hong Kong	MEMOREX (in Chinese Characters)	Registered	300893043	2007-06-15	300893043	2007-10-18
Indonesia	MEMOREX	Registered	1017024	1992-06-26	IDM000013561	1995-12-26
International	MEMOREX (Stylized and/or w/Design)	Registered	1007280	2009-03-23	1007280	2009-03-23
Israel	MEMOREX	Registered	48682	1979-09-20	48682	1982-12-05
Israel	MEMOREX	Registered	85488	1992-11-29	85488	1995-09-03
Jamaica	MEMOREX	Registered	9/1389	1992-05-22	25792	1996-02-05
Korea, Republic of (KR)	MEMOREX	Registered	40-1992-0015188	1992-06-01	40-0271426	1993-08-10
Korea, Republic of (KR)	MEMOREX	Registered	40-1992-0015187	1992-06-01	40-0266663	1993-06-21
Korea, Republic of (KR)	MEMOREX	Registered	40-2002-0044267	2002-09-26	40-0581152	2004-04-27
Korea, Republic of (KR)	MEMOREX (Stylized and/or w/Design)	Registered	1007280	2009-03-23	1007280	2011-06-16
Korea, Republic of (KR)	MEMOREX SECURE	Registered	40-2011-0059148	2011-10-27	40-0977332	2013-06-25
Malaysia	MEMOREX	Registered	2003/02114	2003-02-24	03002114	2008-03-11
Mexico	MEMOREX	Registered	30262	1969-05-20	154386	1970-02-01
Mexico	MEMOREX	Registered	138412	1992-04-24	465924	1994-07-08
Mexico	MEMOREX	Registered	524005	2001-12-17	1006136	2007-10-11
Mexico	MEMOREX (stylized and/or with design)	Registered	1008058	2009-05-25	1143514	2010-02-17
Mexico	MEMOREX SECURE	Registered	1223358	2011-10-27	1315455	2012-09-27
New Zealand	MEMOREX	Registered	218208	1992-05-12	218208	1995-12-21
Nicaragua	MEMOREX	Registered	93-00423	1993-02-16	27289	1994-11-28
Norway	MEMOREX	Registered	99957	1969-05-21	78450	1970-01-22
Panama	MEMOREX	Registered	64662	1993-01-26	64662	1994-07-13
Peru	MEMOREX	Registered	160537	1989-10-11	11023	1990-03-13
Russian Federation	MEMOREX	Registered	94014807	1994-04-26	131105	1995-08-28

Country	Mark Name	Status	Application Number	Filed Date	Registration Number	Registration Date
Singapore	MEMOREX	Registered	S/73065	1977-09-16	T77/73065B	1981-02-03
Singapore	MEMOREX	Registered	S/73066	1977-09-16	T7773066J	1982-04-02
Singapore	MEMOREX	Registered	S/73067	1977-09-16	T7773067I	1983-05-19
Singapore	MEMOREX (Stylized and/or w/Design)	Registered	1007280	2009-03-23	1007280	2009-10-22
Singapore	MEMOREX SECURE	Registered	T1115286C	2011-11-01	T1115286C	2014-05-06
South Africa	MEMOREX	Registered	1979/00710	1979-02-12	1979/00710	1980-06-13
Taiwan	IS IT LIVE OR IS IT MEMOREX?	Registered	90052609	2001-12-25	1040241	2003-04-16
Taiwan	MEMOREX	Registered	89064608	2000-11-07	976345	2001-12-16
Taiwan	MEMOREX (in Chinese Characters - 名 望)	Registered	90016016	2001-04-27	1014672	2002-09-16
Taiwan	MEMOREX (in Chinese Characters - 金 憶)	Registered	74006886	1985-02-14	360122	1987-03-16
Thailand	MEMOREX	Registered	499616	2002-10-02	KOR183881	2003-08-26
Thailand	MEMOREX	Application	220127540	2022-08-09		
Thailand	MEMOREX (stylized and/or with design)	Application	220127541	2022-08-09		
United Kingdom	IS IT LIVE OR IS IT MEMOREX?	Registered	UK00902505451	2001-12-17	UK00902505451	2003-06-04
United Kingdom	MEMOREX	Registered	851238	1963-07-05	851238	1963-07-05
United Kingdom	MEMOREX	Registered	957972	1970-04-09	957972	1971-08-27
United Kingdom	MEMOREX	Registered	1119920	1979-08-31	1119920	1982-08-04
United Kingdom	MEMOREX	Registered	1497297	1992-04-13	1497297	1994-05-06
United Kingdom	MEMOREX	Registered	UK00900162073	1996-04-01	UK00900162073	1998-11-11
United Kingdom	MEMOREX	Registered	UK00902201242	2001-05-02	UK00902201242	2003-01-20
United Kingdom	MEMOREX (Stylized and/or w/Design)	Registered	UK00801007280	2009-03-23	UK00801007280	2010-06-14
United Kingdom	MEMOREX SECURE	Registered	UK00910375079	2011-10-27	UK00910375079	2012-03-29
United States of America	IS IT LIVE OR IS IT MEMOREX?	Registered	78/098463	2001-12-14	2748810	2003-08-05

Country	Mark Name	Status	Application Number	Filed Date	Registration Number	Registration Date
United States of America	MEMOREX	Registered	73/762074	1988-11-07	1557540	1989-09-26
United States of America	MEMOREX	Registered	73/762075	1988-11-07	1561916	1989-10-24
United States of America	MEMOREX	Registered	74/062808	1990-05-25	1686110	1992-05-12
United States of America	MEMOREX	Registered	76/250352	2001-05-01	2599345	2002-07-23
United States of America	MEMOREX (stylized and/or with design)	Registered	77/580162	2008-09-26	3917502	2011-02-08
United States of America	MEMOREX LIVE	Registered	85/647367	2012-06-08	4534121	2014-05-20
Uruguay	MEMOREX	Registered	252821	1992-04-22	451151	1994-04-20
Uruguay	MEMOREX	Application	540.194	2022-07-19		
Vietnam	MEMOREX	Registered	4-2004-01383	2004-02-25	69087	2005-12-27

LIST OF ADDITIONAL COMMON LAW TRADEMARKS

MEMOREX
MEMOREX LIVE
IS IT LIVE OR IS IT MEMOREX?

