

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI48466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spliffin Hardware Incorporated		02/13/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	1411 Wilson Street		
Street Address:	1411 Wilson Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90021		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5401867	SPLIFFIN	
Registration Number:	5401866	SPLIFFIN	
Registration Number:	5401868	SPLIFFIN	
CORRESPONDENCE DATA			
Fax Number:	9496222739		
<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:	9496222736		
Email:	trademarks@troutman.com		
Correspondent Name:	Susan Stabe		
Address Line 1:	600 Peachtree Street NE, Suite 3000		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	266301.000001		
NAME OF SUBMITTER:	SHANNON ROINA FALLOON		
SIGNATURE:	SHANNON ROINA FALLOON		
DATE SIGNED:	02/23/2024		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is made as of the date last executed below ("**Effective Date**") and entered into by and between Spliffin Hardware Incorporated, a Delaware corporation with an address of 1416 Elwood Street, Los Angeles, California, 90021 ("**Assignor**") and 1411 Wilson LLC, a California limited liability corporation with an address of 1411 Wilson Street, Los Angeles, California, 90021 ("**Assignee**") and together with the Assignor, each a "**Party**", and collectively, the "**Parties**."

WHEREAS, Assignor is the current owner of all trademarks and trademark registrations listed in **Schedule A** (collectively, the "**Assigned Trademarks**"),

WHEREAS, Assignee is the successor in interest to that portion of the Assignor's business to which the Assigned Trademarks pertain, and

WHEREAS, the Parties intend and agree that Assignee should own the Assigned Trademarks.

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

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to each Assigned Trademark, including without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of any country or jurisdiction, now or hereafter in effect together with the good will associated with each Assigned Trademark. Assignee shall hold the rights to the foregoing for and during the existence of such Assigned Trademarks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. **Recordation.** Assignor hereby requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable U.S. state office or registrar or non-U.S. trademark authority), to record Assignee as the owner of the Assigned Trademarks, and to issue the Assigned Trademarks to Assignee, as assignee of the entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.
3. **Further Assurances.** Assignor for itself, its successors and assigns, further agrees to diligently execute any additional documents or take any other actions, at Assignee's reasonable request, for the purposes of consummating the transactions contemplated hereunder.

4. Assignor's Authority. Assignor hereby covenants that it possesses all right, title and interest in and to the Assigned Trademarks free and clear of any assignment, sale, agreement, judgment, order, claim, or encumbrance that would conflict with this Assignment and has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.
5. Full Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.
6. Validity. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, each of the Parties hereto have caused this Assignment to be signed by a person duly authorized, all as of the Effective Date.

SPLIFFIN HARDWARE
INCORPORATED

1411 WILSON LLC

By:  _____

By:  _____

Name: Sergio Tellez

Name: Nathan Bennett

Title: CEO

Title: CEO

Date: 2/13/24

Date: 2/13/24

SCHEDULE A

Mark	Country	Application No.	Filing Date	Registration No.	Reg. Date	Status
SPLIFFIN	Brazil	910369917	12/4/2015	910369917	2/6/2018	Registered
SPLIFFIN	Brazil	910369941	12/4/2015	910369941	2/6/2018	Registered
SPLIFFIN	Brazil	910369780	12/4/2015	910369780	2/6/2018	Registered
SPLIFFIN	Brazil	910369828	12/4/2015	910369828	2/6/2018	Registered
SPLIFFIN	Canada	1,739,449	7/29/2015	TMA1,043,573	7/22/2019	Registered
SPLIFFIN	U.S.	86/295,327	5/29/2014	5,401,867	2/13/2018	Registered
SPLIFFIN	U.S.	86/295,324	5/29/2014	5,401,866	2/13/2018	Registered
SPLIFFIN	U.S.	86/295,331	5/29/2014	5,401,868	2/13/2018	Registered