# OP \$90.00 85411202

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM477740

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |  |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |

#### **CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type                |
|-----------------------|----------|----------------|----------------------------|
| DOPE MAGAZINE II, LLC |          | 06/12/2018     | Limited Liability Company: |

### **RECEIVING PARTY DATA**

| Name:           | DOPE MEDIA, INC.               |  |
|-----------------|--------------------------------|--|
| Street Address: | 203 Sixth Avenue N., Suite 200 |  |
| City:           | Seattle                        |  |
| State/Country:  | WASHINGTON                     |  |
| Postal Code:    | 98109                          |  |
| Entity Type:    | Corporation: DELAWARE          |  |

#### **PROPERTY NUMBERS Total: 3**

| Property Type  | Number   | Word Mark                         |
|----------------|----------|-----------------------------------|
| Serial Number: | 85411202 | DOPE                              |
| Serial Number: | 85411206 | DOPE MAGAZINE                     |
| Serial Number: | 85411215 | DEFENDING OUR PATIENTS EVERYWHERE |

## **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.

**Email:** amatherly@karrtuttle.com

Correspondent Name: Adam D. Matherly

Address Line 1:701 Fifth Avenue, Suite 3300Address Line 4:Seattle, WASHINGTON 98104

| NAME OF SUBMITTER: | Adam D. Matherly   |
|--------------------|--------------------|
| SIGNATURE:         | /Adam D. Matherly/ |
| DATE SIGNED:       | 06/12/2018         |

**Total Attachments: 3** 

source=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Media\_\_Inc\_#pagsource=DOCS-#1176343-v1-Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_to\_Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_To\_Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_To\_Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_To\_Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_To\_Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_To\_Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_To\_Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_To\_Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_To\_Dope\_Magazine\_II\_\_LLC\_-\_SIGNED\_Trademark\_Assignment\_To\_Dope\_Magazine\_II\_\_LLC\_-\_\_SIGNED\_Trademark\_Assignment\_To\_Dope\_Magazine\_II\_\_LLC\_-\_\_SIGNED\_Trademark\_Assignment\_To\_Dope\_Magazine\_II\_\_

TRADEMARK
REEL: 006389 FRAME: 0587

900454303

#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into by **DOPE MAGAZINE II, LLC**, a Washington limited liability company ("Assignor"), in favor of **DOPE MEDIA, INC.**, a Delaware corporation ("Assignee").

**WHEREAS**, Assignor has adopted, used and is the owner of the trademarks and associated registrations and pending applications identified in the attached <u>Exhibit A</u> (together, the "**Marks**"); and

**WHEREAS**, in connection with that certain Assignment of Assets, dated and effective June 8, 2018, by and among Assignor and Assignee (the "**Agreement**"), Assignor wishes to assign the Marks, together with the goodwill associated with the Marks, to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, and in addition to such other instruments of transfer as are being given in connection with the closing of the transactions contemplated by the Agreement, Assignor hereby transfers, conveys and assigns to Assignee and its successors in interest the entire right, title and interest of Assignor in and to the Marks, including all goodwill associated with the Marks, and all registrations and pending applications associated with the Marks including but not limited to the registrations and pending applications set forth on the attached Exhibits.

This Assignment is provided pursuant to the Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge, limit, or modify any of the obligations, agreements, covenants, or warranties of Assignor or Assignee contained in the Agreement, all of which survive the execution, delivery and recording of this Assignment.

Dated and effective: June 12, 2018.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

-1-

# [SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Assignor: **DOPE MAGAZINE II, LLC**,

a Washington limited liability company

By: DOPE MEDIA, INC.,

a Delaware corporation,

its Sole Member

Docusigned by:
George Jage

By: George Jage

Title: Chief Executive Officer

Assignee: **DOPE MEDIA, INC.**,

a Delaware corporation

By: George Jage

Name: George Jage

Title: Chief Executive Officer

~DocuSigned by:

# Exhibit A

# U.S. Trademark Registrations and Pending Applications

| <u>Ref.</u> | <u>Mark</u>                       | <u>U.S.</u><br>Serial No. | Application<br>Filing Date | <u>U.S.</u><br><u>Registration</u><br><u>No.</u> | Registration<br>Date |
|-------------|-----------------------------------|---------------------------|----------------------------|--|----------------------|
| 1           | DOPE                              | 85411202                  | 8/30/2011                  | 4269982  | 1/01/2013            |
| 2           | DOPE MAGAZINE                     | 85411206                  | 8/30/2011                  | 4269983  | 1/01/2013            |
| 3           | DEFENDING OUR PATIENTS EVERYWHERE | 85411215                  | 8/30/2011                  | 4204709  | 9/11/2012            |

Exhibit A

#1175688 v1 / 72204-001

**RECORDED: 06/12/2018** 

TRADEMARK REEL: 006389 FRAME: 0590