

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495500

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shift Ventures, Inc	FORMERLY AOP Ventures, Inc	09/26/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barbara Villegas		
<b>Doing Business As:</b>	The Vaping Rabbit		
<b>Street Address:</b>	7316 Santa Monica Blvd		
<b>Internal Address:</b>	#537		
<b>City:</b>	West Hollywood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90046		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4836715	THE VAPING RABBIT	
<b>Registration Number:</b>	4850774	THE VAPING RABBIT	
<b>Registration Number:</b>	4850757		
<b>Registration Number:</b>	4850776		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	479-251-8831		
<b>Email:</b>	barbara@thevapingrabbit.com		
<b>Correspondent Name:</b>	Barbara Villegas		
<b>Address Line 1:</b>	7316 Santa Monica Blvd		
<b>Address Line 4:</b>	West Hollywood, CALIFORNIA 90046		
<b>NAME OF SUBMITTER:</b>	Barbara Villegas		
<b>SIGNATURE:</b>	/Barbara Villegas/		
<b>DATE SIGNED:</b>	10/25/2018		

OP \$115.00 4836715

**Total Attachments: 6**

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## ASSIGNMENT OF TRADEMARKS AND LICENSE TO USE

### RECITALS

This assignment of trademarks and license to use ("Agreement") is made, entered into, and effective as of this 26<sup>th</sup> day of September 2018 between Shift Ventures, Inc., a Delaware corporation (hereinafter, "Shift"), with a principal place of business located at 2540 Corporate Pl., Suite B103, Monterey Park, California 91754, on the one hand, and Barbara Villegas, an individual (hereinafter "Villegas"), whose mailing address is 7316 Santa Monica Blvd., #537, West Hollywood, California 90046, on the other hand (jointly, the "Parties").

WHEREAS, by virtue of The Vaping Rabbit trademark assignment agreement between Villegas and Shift (f/k/a AOP Ventures, Inc.) dated March 24, 2015 (the "March 2015 Assignment"), Shift is the sole and exclusive owner of all rights, title and interest in and to the name and mark "The Vaping Rabbit" (the "TVR Mark") and all intellectual property associated therewith including without limitation the trademark registrations listed in **Appendix A** and **Appendix B** of this Agreement, all common law rights and moral rights relating to the TVR Mark, and all rights arising out of or associated with the creation, design, manufacture, advertisement, distribution, offer for sale and sale of electronic cigarette liquid offered under the TVR Mark together with the goodwill of the business symbolized thereby (collectively, the "Assigned Rights").

WHEREAS, Villegas desires to acquire the Assigned Rights and accompanying goodwill from Shift, and Shift desires to assign said rights to Villegas;

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

### TERMS

#### 1. ASSIGNMENT OF RIGHTS

a. Shift hereby irrevocably assigns to Villegas all of its rights, title and interest on a worldwide basis in and to the Assigned Rights. Such rights shall include without limitation all intellectual property rights, moral rights and goodwill therein and thereto, and the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of the Assigned Rights whether occurring before, on or after the date of this Agreement. In addition, Shift agrees to cooperate fully with Villegas and to act as Villegas's fiduciary to hold the Assigned Rights in trust while performing all acts necessary to transfer the Assigned Rights to Villegas, and to assist in recording all appropriate assignment and other documents with the respective trademark offices to evidence Villegas's acquisition and ownership of the Assigned Rights in the name of Villegas or her designee(s).

b. In exchange for the foregoing assignment, Villegas agrees to pay Shift a sum of Eight Thousand Four Hundred Dollars (\$8,400.00 USD) upon the full execution of this Agreement (the "Assignment Payment").

c. In addition, Villegas grants to Shift a non-exclusive, royalty-free, perpetual license ("License") to use the TVR Mark in connection with Shift's manufacturing, advertising, distributing, providing, offering for sale and selling of e-liquid goods and services. This License shall be subject to Villegas's quality control, which Villegas acknowledges is sufficient to meet her quality standards based on Shift's current use of the TVR Mark. Either party may terminate this License by providing not less than sixty (60) days' notice in writing to the other party. Upon the effective date of termination (i.e., 60 days after written notice is provided), all rights for Shift to use the TVR Mark under the License shall cease, and Shift shall discontinue all new uses of the TVR Mark. For the avoidance of doubt, Shift shall make changes wherever possible (e.g., on its website, new packaging, etc.), but shall not be required to recall or destroy any uses of the TVR Mark on products or materials existing prior to the effective date of termination. In the event Villegas believes Shift has not complied with the foregoing termination provisions, Villegas shall provide written notice to Shift of the alleged breach setting forth facts with sufficient particularity to enable Shift to identify and cure any alleged breach. Shift shall have thirty (30) days from the receipt of such notice to cure the alleged breach or otherwise respond. If the matter is resolved within the notice and cure period, no liability shall arise from any such breach. If the matter is not resolved within the notice and cure period, Villegas may thereafter seek to enforce her rights in her discretion.

## 2. REPRESENTATIONS AND WARRANTIES

a. Shift represents and warrants to Villegas that: (i) Shift is free to enter into and fully perform this Agreement and to grant the rights described herein; (ii) The person signing this Agreement on behalf of Shift is duly authorized and has the actual authority to do so; (iii) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Shift is subject or by which Shift is bound, or constitute a breach or default under any agreement or other obligation to which Shift is a party or otherwise bound; (iv) Shift's execution and performance of this Agreement shall comply with all applicable foreign, national, state and local laws, treaties, rules and regulations in which the Agreement is to be executed and performed; (v) Shift is the exclusive owner of all rights, title and interest in and to the Assigned Rights, and has good and marketable title in and to the Assigned Rights; and (vi) This Agreement and all documents required hereby to be executed by Shift are and shall be valid, legally binding obligations of and enforceable against Shift, its successors and assigns in accordance with their terms.

b. Villegas represents and warrants to Shift that: (i) Villegas is free to enter into and fully perform this Agreement; (ii) Villegas is duly authorized and has the actual authority to sign, enter into and perform this Agreement; (iii) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Villegas is subject or by which Villegas is bound, or constitute a breach or default under any agreement or other obligation to which Villegas is a party or otherwise bound; (iv) Villegas's execution and performance of this Agreement shall comply with all applicable foreign, national, state and local laws, treaties, rules and regulations in which the Agreement is to be executed and performed; and (v) This Agreement and all documents required hereby to be executed by Villegas are and shall be valid, legally binding obligations of and enforceable against Villegas, its successors and assigns in accordance with their terms.

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### 3. GENERAL PROVISIONS

a. Entire Understanding. Shift and Villegas agree that this Agreement is the entire agreement and understanding and final agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, representations, promises and undertakings of any kind, whether oral or written, and that any amendments or modifications hereto shall be in writing and shall be signed by both parties. Except as expressly stated in this Agreement, no party hereto has made any statement or representation to any other party hereto regarding any facts relied upon by said party in entering into this Agreement, and, except for the representation and warranties stated in this Agreement, each party hereto specifically does not rely upon any statement, representation or promise of any other party hereto in executing this Agreement or in making the settlement provided for herein.

b. Jurisdiction/Governing Law. Notwithstanding the place where this Agreement may be executed by either party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the applicable state and federal laws of the State of California and such laws shall govern all aspects of this Agreement. In any proceeding arising out of or relating to this Agreement, the parties agree that venue shall be and personal jurisdiction shall be proper and convenient in the state and federal courts of the city of Los Angeles, California.

c. Neutral Construction/Terms Contractual. This Agreement shall be construed and interpreted as if all of its language were prepared jointly by both parties. The language of this Agreement shall not be construed against a party on the grounds that that party drafted or proposed that language. Each signatory hereto acknowledges that she or he has reviewed this Agreement with counsel of her or his own choosing, that she or he understands the terms of the Agreement, and that she or he is not relying on the other party or her or his agent for her or his understanding of any part of the terms hereof. The terms of this Agreement are contractual and not a mere recital.

d. Severability. In the event that any one or more provisions of this Agreement shall be declared to be illegal or unenforceable under any law, rule, or regulation of any government having jurisdiction over the parties hereto, such illegal or unenforceable provision shall not affect the validity and enforceability of the other provisions hereof, and the parties hereto shall agree upon a modification of this Agreement with respect to such illegal and unenforceable provision to eliminate such illegal or unenforceable provision.

e. No Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

f. Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties, and their respective heirs, successors and assigns.

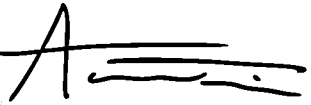
g. Reservation of Rights. All rights not expressly granted by the parties hereunder are specifically reserved to each respective party.

h. Headings for Convenience Only. The headings contained in this Agreement are for the convenience of the reader only. They are not themselves provisions of this Agreement, nor shall they be construed to affect any provision of this Agreement.

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i. Counterparts. This Agreement may be executed in one or more counterparts, and by facsimile or electronic transmission, each copy of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, but this Agreement shall not be binding upon the parties until it has been signed by all parties.

SHIFT VENTURES, INC.

By:   
Andrew Tsai, CEO

Date: 9/26/218

BARBARA VILLEGAS

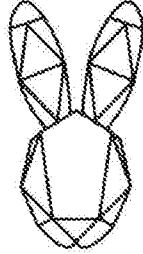
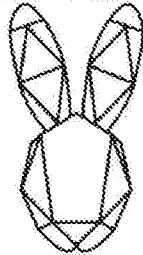
By:   
Barbara Villegas

Date: 9/26/18

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Appendix A


Schedule of Registered United States Trademarks

<u>Trademark Registration Number</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Goods and Services</u>
4836715	US	THE VAPING RABBIT	Chemical flavorings in liquid form used to refill electronic cigarette cartridges.
4850774	US	THE VAPING RABBIT	Shirts; Hats.
4850757	US		Chemical flavorings in liquid form used to refill electronic cigarette cartridges.
4850776	US		Shirts, Hats.

B.V

**Appendix B**

**Schedule of Registered European Union Trademarks**

<u>Trademark Registration Number</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Goods and Services</u>
0 15956031	EU	THE VAPING RABBIT	Chemical flavoring in liquid form used to refill electronic cigarette cartridges
0 15955958	EU		Chemical flavoring in liquid form used to refill electronic cigarette cartridges

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