

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531837

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|------------------------------|--------------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 05/01/2019 |
| RESUBMIT DOCUMENT ID: | 900502794 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|---------------------------|
| Willie Frank Senn | | 06/13/2019 | INDIVIDUAL: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------|
| Name: | UL Holdings Inc. |
| Street Address: | 1295 W. Morena Blvd. |
| City: | San Diego |
| State/Country: | CALIFORNIA |
| Postal Code: | 92110 |
| Entity Type: | Corporation: CALIFORNIA |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|-----------------------------|----------|-------------------------------------|
| Registration Number: | 5621421 | URBN LEAF A FEEL GOOD DRUG BOUTIQUE |
| Serial Number: | 87656426 | SLUGWORTH'S CANDY |

CORRESPONDENCE DATA

Fax Number: 2159791020

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: 2159791817

Email: ccampbell@duanemorris.com

Correspondent Name: Christiane S. Campbell

Address Line 1: 30 South 17th Street

Address Line 4: Philadelphia, PENNSYLVANIA 19103

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|--------------------------------|--------------------------|
| ATTORNEY DOCKET NUMBER: | K1300-00010 |
| NAME OF SUBMITTER: | Christiane S. Campbell |
| SIGNATURE: | /Christiane S. Campbell/ |
| DATE SIGNED: | 07/15/2019 |

Total Attachments: 3

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source=First assignment cover sheet#page1.tif

CORRECTIVE TRANSFER AND ASSIGNMENT OF INTELLECTUAL PROPERTY

This Corrective Transfer and Assignment of Intellectual Property Agreement (this "Assignment") corrects an assignment made effective as of May 1, 2019, by and between Willie Frank Senn ("Assignor") and UL Holdings Inc., a California corporation ("Assignee").

WHEREAS, on June 13, 2019, Assignor and Assignee executed an Assignment of Intellectual Property that assigned from Assignor to Assignee the Intellectual Property specified below.

WHEREAS, the parties desire, through this Assignment, to correct, memorialize, and record the terms agreed upon on May 1, 2019 and recited in the executed agreement dated June 13, 2019.

NOW, THEREFORE, the Parties agree as follows:

1. Assignor is the owner of the following trademarks and the goodwill in the trademarks and the intellectual property associated with the use or intended use of the trademarks (the "Intellectual Property"):

a. A trademark for a logo including the text "URBN LEAF A FEEL GOOD DRUG BOUTIQUE," registered with the United States Patent and Trademark Office (USPTO) under registration number 5621421; and

b. A trademark for the trade name "Slugworth's Candy" that was filed under filing basis 1B with serial number 87656426.

2. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's interest in the Intellectual Property, including all of its right, title and interest in and to the trademarks and the applications and registrations described above, (collectively, the "Marks"), free and clear of all liens and encumbrances, together with all of the goodwill of the entire business associated with and symbolized by such Marks, where that business is ongoing and existing, and all rights and privileges under the Marks, including but not limited to all rights of the Assignor to sue any third parties for any infringement of the Marks; all derivative rights; and all rights to secure registrations, renewals, reissues, and extensions of the Intellectual Property.

3. Assignor hereby covenants, warrants, and represents to Assignee that:

a. Assignor is the sole owner of and has the exclusive right to hold, use, assign, and transfer the Intellectual Property, free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement, assignment, or other transfer with respect to the Intellectual Property that is in conflict with this Agreement.

b. Except as specified in Section 1 of this Agreement, no registration has been effected or is on file with the appropriate governmental agencies with respect to the Intellectual Property.

c. Assignor agrees to authorize and direct his, her, or its heirs, personal representatives, successors, and assigns to make and execute any instrument and to perform any act that Assignee may deem necessary to perfect this Assignment and to secure the registration, renewal, or extension of the registration of the Intellectual Property, as applicable.


d. Assignor agrees to take such steps and make such filings as may be necessary or appropriate in the determination of Assignee to effect the transactions contemplated hereby.

4. This Assignment is governed by the laws of the State of California without regard to its rules regarding the conflict of laws. This Assignment constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended without the written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Corrective Transfer and Assignment of Intellectual Property as of the 28 day of June 2019.

Willie Frank Senn


By:



Name: Willie Frank Senn

UL Holdings Inc.

By:



Name: Willie Frank Senn

Title: President