

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM538609

<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>
Prince Lionheart, Inc.		08/23/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	1316, LLC		
<b>Street Address:</b>	120 S. El Camino Dr., Suite 207		
<b>Internal Address:</b>	c/o Keats Gatien, LLP		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90212		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87455153	CREATE	
<b>Serial Number:</b>	87349454	CREATE CAPS	
<b>Registration Number:</b>	4606132	FAMILY IS A VERB	
<b>Serial Number:</b>	87619479	KITTY TWIST'R	
<b>Registration Number:</b>	5681540	KITTY TWIST'R	
<b>Registration Number:</b>	3375390	RED ROCKET	
<b>Registration Number:</b>	3177928	RED ROCKET SINCE 2004	
<b>Serial Number:</b>	87455127	TWIST'R	
<b>Registration Number:</b>	5257507	TWIST'R	
<b>Registration Number:</b>	5257508	TWIST'R	
<b>Registration Number:</b>	5831177	TWIST'R	
<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>	4243020717		
<b>Email:</b>	uspto@keatsgatie.com		
<b>Correspondent Name:</b>	Konrad Gatien		
<b>Address Line 1:</b>	120 S. El Camino Dr., Suite 207		
<b>TRADEMARK</b>			

OP \$290.00 87455153

<b>Address Line 4:</b>	Beverly Hills, CALIFORNIA 90212
<b>NAME OF SUBMITTER:</b>	Konrad Gatien
<b>SIGNATURE:</b>	/s/
<b>DATE SIGNED:</b>	08/28/2019
<b>Total Attachments: 1</b> source=Assign - 1316 LLC#page1.tif	

**AGREEMENT**

This assignment agreement ("Agreement") effective as of August 23, 2019 (the "Effective Date"), is entered into by and between, on the one hand, Prince Lionheart, Inc. ("Assignor"), a California corporation, and, on the other hand, 1316, LLC ("Assignee"), a Delaware limited liability company.

**RECITALS**

WHEREAS, Assignor represents and warrants that Assignor is the owner of those certain trademark applications and registrations before the United States Patent and Trademark Office ("USPTO") for the trademarks identified in Exhibit A (hereinafter, the "Marks") and all trademarks, service marks, marks of origin, insignia, slogans, emblems, symbols and other identifying characteristics, whether or not registered in any jurisdiction, if any, bearing the Marks, which are owned or claimed to be owned by Assignor worldwide;

WHEREAS, Assignor represents and warrants to Assignee that with respect to the pending trademark applications subject to this assignment, that Assignor has a *bona fide* intent to use the Marks in commerce in connection with all goods and services recited in said applications for said marks, and did so at the time Assignor filed the trademark applications for said marks with the USPTO, and that Assignor's rights in and to the Marks and all intellectual property associated therewith, have never been abandoned; and

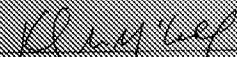
WHEREAS, Assignee is desirous of acquiring the Marks and accompanying goodwill.

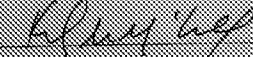
**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns to Assignee as the successor to the business of Assignor, or portion thereof, to which the Marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060, all of Assignor's rights, title and interest including without limitation all intellectual property rights and moral rights in and to the Marks and the goodwill therein and thereto. The foregoing assignment of rights shall include, specifically, the right to bring, make, oppose, defend, and appeal proceedings, claims or actions and to obtain legal or equitable relief for any cause of action arising from ownership of the Marks whether occurring before, on, or after the Effective Date of this Agreement.

PRINCE LIONHEART, INC.

1316, LLC

By:   
Kelly McConnell

By:   
Kelly McConnell