# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

ETAS ID: TM545800 Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Andy Fathollahi		10/18/2019	INDIVIDUAL: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	The Kanvas Company Inc.	
Street Address:	3420 Via Oporto, Suite 201	
City:	Newport Beach	
State/Country:	CALIFORNIA	
Postal Code:	92663	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	88287921	KANVAS	
Serial Number:	88294166	THE KANVAS COMPANY	

# CORRESPONDENCE DATA

Fax Number: 3109145880

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: (310) 312-4246

Email: jwood@manatt.com, scasciani@manatt.com, ipdocket@manatt.com

J. Wood c/o Manatt, Phelps&Phillips LLP Correspondent Name:

Address Line 1: 11355 W. Olympic Blvd.

Address Line 4: Los Angeles, CALIFORNIA 90064

ATTORNEY DOCKET NUMBER:	65353-031
NAME OF SUBMITTER:	Jessica A. Wood
SIGNATURE:	/Jessica A. Wood/
DATE SIGNED:	10/18/2019

### **Total Attachments: 3**

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(executed)#page2.tif

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#### TRADEMARK ASSIGNMENT

This trademark assignment agreement ("Assignment") is entered into and made effective as of October 18, 2019 ("Effective Date") by and between Andy Fathollahi, also known as Alchemy Bottle Company, an individual and citizen of the United States ("Assignor"), and The Kanvas Company Inc., a Delaware corporation located at 3420 Via Oporto, Suite 201, Newport Beach, California 92663 ("Assignee"), each a "Party" and collectively, the "Parties."

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks KANVAS and THE KANVAS COMPANY, including the trademarks identified in Exhibit A attached hereto and incorporated by reference, together with all goodwill associated therewith (collectively, the "Kanvas Marks");

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in, to and under the Kanvas Marks; and

WHEREAS, Assignor has agreed to convey, transfer, assign and deliver to Assignee, and Assignee has agreed to accept, all of Assignor's right, title and interest in, to and under the Kanvas Marks.

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

- Assignor does hereby convey, transfer, assign and deliver unto Assignee the full and entire right, title and interest in, to and under the Kanvas Marks, as well as that portion of Assignor's business to which the Kanvas Marks pertain, which shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor or any affiliate of Assignor, together with all the trademarks, service marks, trade names, social media handles and user names, brand names, designs, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Assignor, including without limitation those set forth in Exhibit A hereto; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Kanvas Marks, and to settle and retain proceeds from any such actions), and any and all of Assignor's (or any affiliate of Assignor) other rights, title and interest of any kind and nature whatsoever in and to the foregoing, the same to vest in Assignee as of the Effective Date.
- 2. Assignor further agrees to, without further consideration, execute any and all documents or papers reasonably requested by Assignee to perfect the ownership of or exploit the Kanvas Marks. In the event that Assignor fails, refuses, is unavailable in a timely manner, ceases to exist, despite Assignee's efforts cannot be located to execute such documents, and/or otherwise does not timely execute a document or paper requested by Assignee pursuant to this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf for the

sole purpose of executing the foregoing documents or papers with the same legal force and effect as if executed by Assignor.

- 3. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, assigns, and heirs.
- 4. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly-authorized representatives to execute this agreement as of the Effective Date.

Andy Fathollahi, also known as Alchemy Bottle Company ("Assignor")

By:

Name: Andy Fathollahi

Title: Owner

Date: October 18, 2019

The Kanvas Company Inc. ("Assignee")

By:

Name: Andy Fathollahi

Title: Chief Executive Officer Date: October 18, 2019

# Exhibit A

No.	Mark	Territory	Application No.
1.	KANVAS	United States	88/287,921
2.	THE KANVAS COMPANY	United States	88/294,166

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**RECORDED: 10/18/2019** 

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