

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546442

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Three Dots, LLC		05/23/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	MBMJ Capital LLC
Doing Business As:	Continental Business Credit
Street Address:	15303 Ventura Blvd, #1000
City:	Sherman Oaks
State/Country:	CALIFORNIA
Postal Code:	91403
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86031271	THREE DOTS MEN
Serial Number:	86031268	
Serial Number:	86031264	THREE LITTLE DOTS
Serial Number:	86031258	THREE LITTLE DOTS
Serial Number:	76498469	THREE DOTS
Serial Number:	85356100	
Serial Number:	77283989	THREE DOTS RED
Serial Number:	86383133	THREE DOTS
Serial Number:	88015780	
Serial Number:	88150485	THREE DOTS

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: trademark@raklaw.com

Correspondent Name: Irene Y. Lee

Address Line 1: 12424 Wilshire Blvd, 12th fl.

TRADEMARK

Address Line 4:	Los Angeles, CALIFORNIA 90025
ATTORNEY DOCKET NUMBER:	2359-63
NAME OF SUBMITTER:	Irene Y. Lee
SIGNATURE:	/Irene Y. Lee/
DATE SIGNED:	10/23/2019
Total Attachments: 8 source=2#page1.tif source=2#page2.tif source=2#page3.tif source=2#page4.tif source=2#page5.tif source=2#page6.tif source=2#page7.tif source=2#page8.tif	

Confirmatory Assignment of Intellectual Property Rights

This Confirmatory Assignment of Intellectual Property Rights (this "Assignment") is effective as of May 23, 2019 by and among THREE DOTS, LLC, a California limited liability company, having a place of business at 7340 Lampson Avenue, Garden Grove, California 92841, United States ("Client") on the one hand and MBMJ CAPITAL LLC DBA CONTINENTAL BUSINESS CREDIT, a Delaware limited liability company, having a place of business at 15303 Ventura Boulevard, Suite No. 1000, Sherman Oaks, California 91403, United States ("Continental") on the other hand.

WHEREAS, Client and Continental have entered into that certain Factoring Agreement, dated July 31, 2015, by and among Client and Continental (the "Agreement"); and

WHEREAS, under the terms of the Agreement, Continental has the right and has exercised such right to take possession of all of Client's rights¹ in and to the Collateral (as such term is defined in the Agreement), including without limitation the intellectual property rights set forth on Schedule A (collectively, the "IP");

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Client confirms that it granted to Continental a security interest in all of Client's rights in and to the IP, which includes the goodwill associated therewith.

2. Client hereby requests the Commissioners of Patents and Trademarks for the U.S. Patent & Trademark Office, any other applicable trademark offices and governmental entities or registrars (including any applicable foreign or international office or registrar), to record Continental as having been granted a security interest in the IP.

3. This Assignment is subject in all respects to the terms and conditions of the Agreement and is intended only to document the grant of a security interest in the IP. Nothing contained in this Assignment shall be deemed to supersede any of the obligations, agreements, representations, covenants, or warranties of Client and Continental contained in the Agreement. To the extent there is any conflict between the terms, agreements, covenants, representations and warranties contained in the Agreement and this Assignment, the terms, agreements, covenants, representations and warranties contained in the Agreement shall govern.

4. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that this Assignment shall be legally binding upon the electronic transmission, including by facsimile or email, by each party of a signed signature page to this Assignment to the other party.

¹ See UCC Section 9-617(a)(1).

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2019.

CLIENT

THREE DOTS, LLC

By: Shirley Lebon
Name Printed: Shirley Lebon
Title: CEO
Date: 11/11/19

(Faint, illegible text)



All-purpose Acknowledgment California only

I hereby acknowledge that the contents of the foregoing instrument are true and correct and that I am the person whose name is subscribed to the same. I have read the contents of the same and understand the nature and consequences of the same.

San Jose
Sharon M. Lela

I hereby declare that I am the person who executed the foregoing instrument and that the contents of the same are true and correct and that I am the person whose name is subscribed to the same. I have read the contents of the same and understand the nature and consequences of the same.

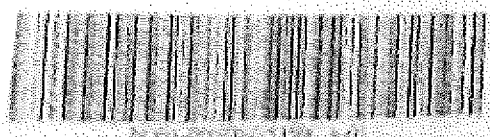


I hereby declare that I am the person who executed the foregoing instrument and that the contents of the same are true and correct and that I am the person whose name is subscribed to the same. I have read the contents of the same and understand the nature and consequences of the same.

[Signature]

Continuing Assignee of Intellectual Property

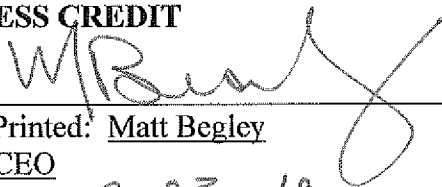
10/16/2015 *7*
Matt Bejly



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of September 2019.

CONTINENTAL

MBMJ CAPITAL LLC, DBA CONTINENTAL BUSINESS CREDIT

By: 
Name Printed: Matt Begley
Title: CEO
Date: 9-03-19

[Signature Page to IP Assignment]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles

On 9/23/19 before me, Sandra Grindstaff, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew Begley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sandra Grindstaff
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact








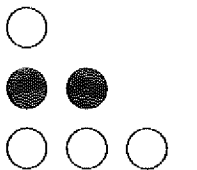
Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

SCHEDULE A TO ASSIGNMENT

Trademarks

No.	Country	Trademark	International Class(es)	App. No.	Filing Date	Reg. No.	Reg. Date
1.	Australia	THREE DOTS	25	989535	02/18/2004	989535	02/18/2004
2.	Canada	THREE DOTS	3, 9, 14, 18, 24, & 25	1172374	03/25/2003	TMA664428	05/17/2006
3.	Canada		25	1176839	05/01/2003	TMA734387	02/13/2009
4.	European Union	THREE DOTS	9, 14, 18, 20, & 24	3111192	03/26/2003	3111192	09/13/2004
5.	European Union		9, 14, 18, 20, & 24	3111201	03/26/2003	3111201	09/13/2004
6.	New Zealand	THREE DOTS	25	708382	02/19/2004	708382	03/24/2005
7.	New Zealand		25	708381	02/19/2004	708381	03/24/2005
8.	United States	THREE DOTS MEN	25	86031271	08/07/2013	4546674	06/10/2014
9.	United States	 	25	86031268	08/07/2013	4536425	05/27/2014
10.	United States	THREE LITTLE DOTS	25	86031264	08/07/2013	4536424	05/27/2014
11.	United States	 three little dots	25	86031258	08/07/2013	4536423	05/27/2014
12.	United States	THREE DOTS	25	76498469	03/19/2003	2967708	06/12/2005
13.	United States		25	85356100	06/24/2011	4232286	10/30/2012
14.	United States	THREE DOTS RED	25	77283989	09/19/2007	3501022	09/16/2008
15.	United States	THREE DOTS	35	86383133	09/02/2014	4719989	04/14/2015
16.	United States		25	88015780	06/26/2018		

No.	Country	Trademark	International Class(es)	App. No.	Filing Date	Reg. No.	Reg. Date
17.	United States	THREE DOTS	003	88150485	10/10/2018		

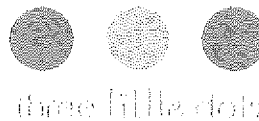
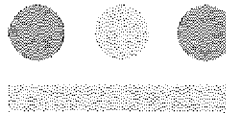
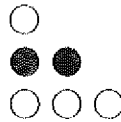
Common Law Trademark Rights

THREE DOTS

THREE DOTS MEN

THREE DOTS RED

THREE LITTLE DOTS



Domain Names

No.	Domain Name	Exp. Date	Registrar
1.	shopthreedots.com	06/18/2020	1&1
2.	threedots.com	12/05/2020	Network Solutions
3.	threedots.net	05/19/2020	Network Solutions