

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Down and Back LLC dba Caldwell Cigar Co.		04/23/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Conspiracy, Inc.		
Street Address:	4894 West Lone Mountain Road		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89130		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5943850	HIT & RUN	
CORRESPONDENCE DATA			
Fax Number:	8052301355		
<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>			
Phone:	8052301350		
Email:	alomonaco@socalip.com		
Correspondent Name:	SoCal IP Law Group LLP		
Address Line 1:	310 N Westlake Blvd., Suite 120		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
NAME OF SUBMITTER:	Anneliese Lomonaco		
SIGNATURE:	/Anneliese Lomonaco/		
DATE SIGNED:	04/23/2020		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“this Agreement”) is entered into by and between Down and Back LLC dba Caldwell Cigar Co., a Florida Limited Liability Company (“Assignor”) and Conspiracy Inc., a Nevada Corporation (“Assignee”), and is made with respect to the following recitals, effective as of April 15, 2020.

WHEREAS, Assignor is the owner of United States trademark registration number 5,943,850, for “HIT & RUN”, registered December 14, 2019 (the “Trademark”).

WHEREAS, Assignee has become the successor of the ongoing and existing business or portion thereof of Assignor related to the Trademark.

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor desires to transfer all of its rights, title, interest and associated goodwill in and to the Trademark and to thereafter have continuing usage rights of the Trademark;

In consideration of the premises, mutual covenants and agreements contained in this Agreement, the parties agree as follows:

Terms and Conditions

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Trademark in any typeface, stylization, colors, and/or capitalization, and any US state, federal or foreign applications and registrations of the foregoing, including all common law rights, along with the goodwill of the business symbolized by use of the Trademark, and the right to sue third parties for and recover damages from future infringement of the Trademark, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (the “Assignment”).
2. Assignor acknowledges receipt of adequate consideration.
3. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of law.
4. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademark to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of the Assignment.
5. Upon Assignee’s request, Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through

appropriate communications with domain name registrars) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Trademark and to protect and enforce the Trademark.

6. Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, and that Assignor will not take any action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.
7. This Agreement may be executed in two or more counterparts each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

Signatures

Assignor

Down and Back LLC
dba Caldwell Cigar Co.
2912 NW 72nd Avenue
Miami, Florida 33122

DocuSigned by:

Robert Caldwell

C8886026BCE24A8...

Robert Caldwell, Manager

4/23/2020

Date

Assignee

Conspiracy Inc.
4894 West Lone Mountain Road
Las Vegas, Nevada 89130

DocuSigned by:

Matt Booth

9E08D6003E3E4A3

Matt Booth, President

4/23/2020

Date