

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683699

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
DJP Concepts, IP Sub, LLC		02/08/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	House of Pliner, LLC		
Street Address:	801 S Figueroa St. Suite #2500		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4948245		
Registration Number:	3659582		
Registration Number:	2534444	DONALD J PLINER	
Registration Number:	5664732	DONALD / PLINER	
Registration Number:	2007793	DONALD J. PLINER	
Registration Number:	1991045	DONALD J. PLINER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2022538174		
Email:	chris.seckman@sunrisebrands.com		
Correspondent Name:	Chris Seckman		
Address Line 1:	5401 S Soto St.		
Address Line 4:	Vernon, CALIFORNIA 90058		
NAME OF SUBMITTER:	Chris Seckman		
SIGNATURE:	/CS/		
DATE SIGNED:	10/26/2021		

OP \$165.00 4948245

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is executed this February 8th, 2020 and made effective as of February 8th, 2020, by and between DJP CONCEPTS, IP SUB, a Delaware limited liability company, having offices at 10800 NW 97th Street (the “Assignor”), HOUSE OF PLINER, LLC, a California limited liability company, having offices at 801 S. Figueroa St., Suite 2500, Los Angeles, California 90017 (the “Assignee”); each a “Party” and together, the “Parties”.

WITNESSETH:

WHEREAS, Assignor is the owner of all of the rights, titles and interests in and to the registered trademarks, service marks, applications therefor and trade names as set forth on Exhibit A attached hereto (the “Assigned Trademarks”);

WHEREAS, Assignor surrendered all of its rights and interest to the Assigned Trademarks to Rosenthal & Rosenthal, Inc. (“Rosenthal”), as secured party in possession, pursuant to that certain Peaceful Possession Agreement, dated as of January 15, 2020, by and between Assignor, Rosenthal, and other parties (“Peaceful Possession Agreement”); and

WHEREAS, Assignee agrees to purchase, and Assignor agrees to assign and transfer, all the rights and interests to the Assigned Trademarks through a secured party sale conducted by Rosenthal pursuant to the terms of the Peaceful Possession Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in the Peaceful Possession Agreement dated January 15, 2020, among Assignor, Rosenthal, and others, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby contributes, sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor’s entire right, title and interest in and to the Assigned Trademarks, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Assigned Trademarks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assigned Trademarks, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

2. Use of Assigned Trademarks. Assignor, as of the Effective Date, agrees to cease using the Assigned Trademarks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

3. Further Assurances. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and

take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest in the Assignee in any jurisdiction

4. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Assigned Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

5. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by all Parties.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

7. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

8. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

9. Authorization. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Assignment and to record and/or register Assignee as the assignee and owner of the Assigned Trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of date first above written.

ASSIGNOR:

DJP CONCEPTS, IP SUB, LLC

By: 
Name: John Hanna
Title: CEO

ASSIGNEE:

HOUSE OF PLINER, LLC

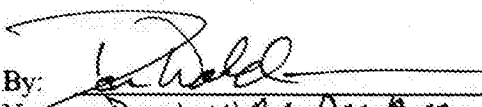
By: 
Name: DON WALDMAN
Title: COO/CEO

Exhibit A

Assigned Trademarks

(Trademarks and Domain Names in the United States)

	<u>Trademark</u>	<u>Serial/Reg. No.</u>	<u>Filing Date</u>
	Design mark	86691919	7/14/2015
	Design mark	77551496	8/20/2008
	Donald J Pliner	75501673	6/12/1998
	DONALD PLINER	87721063	12/14/2017
	Donald J. Pliner	74677963	5/22/1995
	Donald J. Pliner	74677967	5/22/1995