

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856517

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900796322

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALL AMERICAN BRANDS, INC.		08/28/2023	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	OSF IP LLC
Street Address:	25 SE 2nd Ave
Internal Address:	Suite 550 #1019
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4576212	FIRE

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.

Phone: 8182549555
Email: ani@toranilaw.com
Correspondent Name: Ani Martirosian
Address Line 1: 655 North Central Ave. Floor 17
Address Line 4: Glendale, CALIFORNIA 91203

NAME OF SUBMITTER:	Ani Martirosian
SIGNATURE:	/Ani Martirosian/
DATE SIGNED:	11/28/2023

Total Attachments: 3

source=Trademark Purchase Agreement - FIRE- 8.28.23 executed#page1.tif
source=Trademark Purchase Agreement - FIRE- 8.28.23 executed#page2.tif
source=Trademark Purchase Agreement - FIRE- 8.28.23 executed#page3.tif

Exhibit B

TRADEMARK ASSIGNMENT

This assignment agreement ("**Assignment**") is entered into freely, by and between, All American Brands, Inc. a Florida corporation ("**Assignor**" (i.e., Seller)) and OSF IP LLC, a Delaware limited liability company ("**Assignee**" (i.e., Buyer)) in connection with Trademark Purchase Agreement ("**Agreement**"). All capitalized undefined terms herein shall have the same meaning ascribed to such term in the Agreement.

WHEREAS, Assignor is the owner of a USPTO Registered standard character mark for "FIRE" Registration No. 4576212, under class 34 for "cigars." (i.e., Fire Trademark); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Fire Trademark in perpetuity.

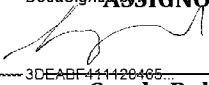
NOW, the Parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Fire Trademark, all rights to derivative marks, all goodwill and all other rights), in and to the Fire Trademark.
2. **Consideration.** The Parties acknowledge the sufficiency of the consideration of this Assignment in connection with the trademark sale in the Agreement.
3. **Representation and Warranties.** Assignor represents and warrants to Assignee:
 - 3.1 Assignor has the right, power and authority to enter into this Assignment;
 - 3.2 To the best of Seller's knowledge, Assignor is the exclusive owner of all rights, title and interest, including all intellectual property rights, in the Fire Trademark;
 - 3.3 The Fire Trademark is free of any liens, security interests, encumbrances or licenses;
 - 3.4 To the best of Seller's knowledge, The Fire Trademark does not infringe the rights of any Person;
 - 3.5 There are no claims, pending or threatened, with respect to Assignor's rights in the Fire Trademark;
 - 3.6 This Assignment is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - 3.7 Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.
4. **Attorney's Fees.** Should either Party hereto, or any heir, personal representative, successor or assign of either Party hereto, resort to litigation to enforce this Assignment, the Party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted to recover its or their reasonable attorney's fees and costs (including all court costs) in such litigation from the Party against whom enforcement was sought.
5. **Entire Agreement.** This Assignment including its Recitals contains the entire understanding and agreement between the Parties hereto with respect to its subject matter.
6. **Amendment.** This Assignment may be amended only by a written agreement signed by both Parties which explicitly adjoins itself to this Assignment.
7. **Severability.** If any term, provision, covenant or condition of this Assignment, or the application thereof to any Person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the Parties agree that such court shall have the power to modify such provision consistent with the intent of the Parties, and the remainder of this Assignment and such term, provision, covenant or condition as applied to other Persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
8. **Agreement to Perform Necessary Acts.** Assignor agrees to perform any further acts and execute and delivery any documents that may be reasonably necessary to carry out the provisions of this Assignment.
9. **Governing Law.** Any and all matters in dispute between the Parties to this Assignment arising from or relating in any way to the subject matter per this Assignment, shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware without regard to conflict of laws principles that would require the application of any other law.
10. **Construction.** The Parties have each participated in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Assignment.

11. Counterparts. This Assignment may be executed in any number of counterparts and such counterparts may be exchanged by means of electronic mail or facsimile transmission, and each of such counterparts shall be deemed an original but all of them together shall constitute one and the same instrument. If counterparts of this Assignment are executed and exchanged by electronic mail or facsimile transmission, the Parties shall endeavor to exchange original executed counterparts of this Assignment.

12. Headings. The section headings contained in this Assignment are for convenience only and shall not be considered in the interpretation or construction of the provisions of this Assignment.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the first date listed above.

DocuSigned by:

 3DEADF441128465...
ASSIGNOR
Sandy Rahib
President of All American Brands, Inc.
DATE: August 28, 2023


DocuSigned by:

 0986BECF799C128...
ASSIGNEE
Evan Smiga
CFO of OSF IP LLC
DATE: August 28, 2023

Exhibit A

Mark	Type	Registration No.	Class(es)	Description of goods and services	Registration Date
FIRE	Standard Character Mark	4576212	34	Cigars	Jul. 29, 2014