

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kyle Godfrey		09/27/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hold Fast Vapors, Inc.		
<b>Street Address:</b>	300 Goddard Way		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5641850	AIR FACTORY	
<b>Serial Number:</b>	87899452	BLUE RAZZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138960400		
<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>			
<b>Phone:</b>	213-891-0700		
<b>Email:</b>	jgass@buchalter.com		
<b>Correspondent Name:</b>	Willmore F. Holbrow III / Buchalter		
<b>Address Line 1:</b>	1000 Wilshire Boulevard		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	M9211.5001		
<b>NAME OF SUBMITTER:</b>	Willmore F. Holbrow III, Esq.		
<b>SIGNATURE:</b>	/Willmore F. Holbrow III/		
<b>DATE SIGNED:</b>	09/27/2019		
<b>Total Attachments: 3</b>			
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CH \$65.00 5641850



**ASSIGNMENT OF TRADEMARKS  
AND THE UNITED STATES REGISTRATION AND APPLICATION THEREOF**

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WHEREAS, Kyle Godfrey, an individual, having an address of 300 Goddard Way, Suite 200, Irvine CA 92618 ("ASSIGNOR"), acquired, adopted and used, and thereby owns all rights, title and interests in and to the marks and registrations listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (collectively, the "Trademarks"); and

WHEREAS, Hold Fast Vapors, Inc., a corporation formed under the laws of California, having an address of 300 Goddard Way, Suite 200, Irvine CA 92618 ("ASSIGNEE"), is desirous of acquiring the entire rights, title and interest in and to the Trademarks, and the goodwill associated with the Trademarks, and ASSIGNOR is willing to assign the same to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and entire right, title and interest in and to the Trademarks, including without limitation all past, present and future rights to enforce the Trademarks against any third parties for violation of such rights, collect any monies generated therefrom and the attendant goodwill symbolized by the Trademarks, the same to vest in ASSIGNEE immediately.

ASSIGNOR hereby represents and warrants that (i) it is the sole owner of the Trademarks and the goodwill associated therewith and the Registration relating thereto; (ii) the Trademarks were not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code; (iii) the United States Registration thereof is not the subject of any cancellation proceeding in the United States Patent and Trademark Office; and (iv) it is not aware of any third party who has asserted a claim of any ownership right, title and interest in the Trademark, the Registration, or any other rights or interests therein which are adverse to those of ASSIGNOR; and (v) it is not a party to any prior agreement or informal commitment or understanding with any other person or legal entity relating to the Trademarks which would be breached or otherwise violated by the foregoing assignment of the Trademarks. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth herein.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Trademarks in the United States.


ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever required to carry out the intent of this instrument of assignment; (ii) provide whatever information may be required to carry out the intent of this instrument of assignment; and (iii) fully cooperate with ASSIGNEE, as may be reasonably required, to enable ASSIGNEE

to duly record this instrument of assignment with the United States Patent and Trademark Office, whereby ASSIGNEE's ownership of the Trademarks is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

**KYLE GODFREY**  
("ASSIGNOR")

Date: 01-27-19

By: 

SCHEDULE A

MARK	REGISTRATION NO./SERIAL NO.
AIR FACTORY	Reg. No. 5,641,850
BLUE RAZZ	Serial No. 87/899,452

SCHEDULE A