TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM675285

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|
|------------------|----------------|

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|-------------|
| Lefel T. Galatas | | 09/16/2021 | INDIVIDUAL: |

RECEIVING PARTY DATA

| Name: | Swagout Store |
|-----------------|---------------------------|
| Street Address: | 4859 W. Slauson Ave. #214 |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90056 |
| Entity Type: | Corporation: CALIFORNIA |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------|
| Registration Number: | 6357734 | MAKE AMERICA HOOD AGAIN |
| Serial Number: | 90486207 | SWAG OUT STORE |
| Serial Number: | 90553680 | MAKE AMERICA HOOD AGAIN |
| Serial Number: | 90618435 | HIGH LIFEGUARD |
| Serial Number: | 90553685 | MAKE AMERICA HOOD AGAIN |
| Serial Number: | 90553674 | SOS |
| Serial Number: | 90810393 | CRENSHELL |
| Serial Number: | 90975701 | SOS |

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: 310-954-8512

Email: ehartmans@hartmanslaw.com

Correspondent Name: Eric Eagle Hartmans

Address Line 1: 1590 Rosecrans Ave., Ste. D-225 Address Line 4: Manhattan Beach, CALIFORNIA 90266

NAME OF SUBMITTER: Eric Eagle Hartmans SIGNATURE: /Eric Eagle Hartmans/

> **TRADEMARK** REEL: 007425 FRAME: 0118

| DATE SIGNED: | 09/17/2021 |
|--------------------------------|------------------------------------|
| Total Attachments: 5 | |
| source=SWAGOUT STORE Trademark | Assignment Agreement (1)#page1.tif |
| source=SWAGOUT STORE Trademark | Assignment Agreement (1)#page2.tif |
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TRADEMARK REEL: 007425 FRAME: 0119

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of September 16, 2021, is made by Lefel T. Galatas ("Assignor"), an Individual, located at 13337 South Street #217, Cerritos, California 90703, in favor of SwagOut Store ("Assignee"), a California Corporation, located at 4859 W. Slauson # 214, Los Angeles, California 90056.

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies the transfer of the portion of Assignor's business to which the trademark pertains, and that business is ongoing and existing;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law.</u> This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Lefel T. Galatas

Address for Notices:

13337 South Street #217 Cerritos, California 90703

AGREED TO AND ACCEPTED:

SwagOut Store, a California corporation

Name: Lefel T. Galatas

Title: Chief Executive Officer

Address for Notices: 4859 W. Slauson # 214

Los Angeles, California 90056

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

| Mark | Jurisdiction | Registration Number | Registration Date |
|----------------------------|--------------|---------------------|-------------------|
| MAKE AMERICA HOOD AGAIN | USPTO | 6357734 | May 18, 2021 |

Trademark Applications

| Mark | Jurisdiction | ITU Status | Application Serial Number | Filing Date |
|----------------------------|--------------|---------------|------------------------------|---------------|
| SWAG OUT STORE | USPTO | YES | 90486207 | Jan. 25, 2021 |
| MAKE AMERICA HOOD AGAIN | USPTO | NO | 90553680 | Mar. 01, 2021 |
| HIGH LIFEGUARD | USPTO | NO | 90618435 | Apr. 01, 2021 |
| MAKE AMERICA HOOD AGAIN | USPTO | YES | 90553685 | Mar. 01, 2021 |
| | USPTO | YES | 90553674 | Mar. 01, 2021 |
| Cren Shell | USPTO | NO | 90810393 | Jul. 04, 2021 |

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| USPTO | YES | 90975701 | Mar. 01, 2021 |
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