

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM714432

<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>
Northstar		02/22/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ADG Vanguard IP LLC		
<b>Street Address:</b>	10960 Wilshire Blvd., 5th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90024		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88772320	FORZA NOCTA	
<b>Serial Number:</b>	88979883	FORZA NOCTA	
<b>Serial Number:</b>	88698151	NOCTA	
<b>Serial Number:</b>	88979891	NOCTA	
<b>Serial Number:</b>	90334929	NOCTA	
<b>Serial Number:</b>	88771015	NOCTAC	
<b>Serial Number:</b>	88982855	NOCTAC	
<b>Serial Number:</b>	88728845	SSC NOCTA	
<b>Serial Number:</b>	88771109		
<b>Serial Number:</b>	88979882		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	5122995329		
<b>Email:</b>	trademark@commonsensecounsel.com		
<b>Correspondent Name:</b>	Robert Kleinman, Common Sense Counsel		
<b>Address Line 1:</b>	404 West 7th St.		
<b>Address Line 4:</b>	Austin, TEXAS 78701		

OP \$265.00 88772320

<b>NAME OF SUBMITTER:</b>	Robert Kleinman
<b>SIGNATURE:</b>	/robert kleinman/
<b>DATE SIGNED:</b>	03/15/2022
<b>Total Attachments: 2</b> source=7-NorthStar trademark assignment agreement#page1.tif source=7-NorthStar trademark assignment agreement#page2.tif	



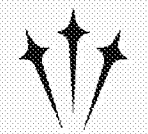
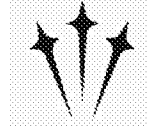
## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Agreement”) is made effective this 22<sup>nd</sup> day of February 2022 between the following two parties:

Northstar, a Delaware limited liability company, (hereafter referred to as “the Assignor”) 1112 Rhinette Ave., Burlingame, California 94010 and ADG Vanguard IP LLC, a Delaware limited liability company, (hereafter referred to as “the Assignee”) 10960 Wilshire Blvd., 5th Floor, Los Angeles, CA 90024.

WHEREAS:

- a) The Assignor is the owner of the U.S. Trademarks (“the Trademarks”), brief particulars whereof are set out below:

TRADEMARK	U.S. SERIAL NO.	CLASS(ES)
FORZA NOCTA	88772320	009
FORZA NOCTA	88979883	025
NOCTA	88698151	009
NOCTA	88979891	025
NOCTA	90334929	029, 030, 041
NOCTAC (copyleft) 	88771015	009
NOCTAC (copyleft) 	88982855	025
SSC NOCTA	88728845	009, 025
THREE ARROWS 	88771109	009
THREE ARROWS 	88979882	025

- b) The Assignor desires to convey, transfer, assign, deliver, and contribute to the Assignee all of its right, title, and interest in and to the Trademarks.

NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:


In exchange of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns, delivers, and contributes to the Assignee all of the Assignor's right, title, and interest of whatever kind in and to the Trademarks, together with (1) the goodwill of the business relating to the Products in respect upon which the Trademarks are used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements, misappropriations, or other unlawful or actionable uses or misuses of the Trademarks.

The Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademark.

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year first above written.

**For and on behalf of Assignor:**

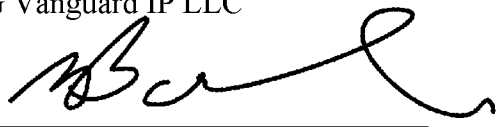
Northstar LLC

By:   
\_\_\_\_\_  
Robert Kleinman  
Authorized Representative

Date: February 22, 2022

**For and on behalf of Assignee:**

ADG Vanguard IP LLC

By:   
\_\_\_\_\_  
Matte Babel  
Authorized Representative

Date: March 1st 2022

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