



Trade and Service Marks - Assignment or Cancellation

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - <http://www.FilingInOregon.com> - Phone: (503) 986-2200

Check the appropriate box below:

- ☒ TRADE AND SERVICE MARK ASSIGNMENT
(Complete only 1, 2, 3, 4, 5, 6, 7, 8, 9, 12)
- ☐ TRADE AND SERVICE MARK CANCELLATION
(Complete only 1, 2, 3, 4, 10, 11, 12)

FILED

SEP 18 2023



51635

OREGON
SECRETARY OF STATE

REGISTRY NUMBER: 51635

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) CORRESPONDENT NAME AND MAILING ADDRESS:

A. Eric Bjorgum, Karish & Bjorgum, PC., 119 E. Union Street, Suite B, Pasadena, CA 91103

2) OWNER OR ASSIGNOR'S NAME AND ADDRESS:

Cookies Creative Consulting & Promotions, Inc.

3) DATE MARK WAS ORIGINALLY FILED: July 21, 2021

4) TRADE OR SERVICE MARK DESCRIPTION:

RUNTZ

ASSIGNMENT ONLY

5) CLASS NUMBER(S) FOR WHICH MARK WAS REGISTERED: 134

6) NAME AND BUSINESS ADDRESS OF ASSIGNEE: (New Owner)

3615 Market, LLC, 3615 Market Street, Emeryville, California 94608

7) IF THE ASSIGNOR IS A BUSINESS, ENTER THE STATE OF FORMATION: California

8) IF THE ASSIGNEE IS A BUSINESS, ENTER THE STATE OF FORMATION: California

9) EXECUTION:

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign onto the ASSIGNEE all right, title, and interest in and to the mark, together with the good will of the business in which the mark is used (or that part of the good will of the business connected with the use of and symbolized by the mark), and the registration thereof.

Assignor Signature: [Signature]

Title:

President

Date:

7/20/2023

CANCELLATION ONLY

10) REGISTRY NUMBER: _____

11) EXECUTION:

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature: _____

Date: _____

CONTACT NAME: (To resolve questions with this filing.)

A. Eric Bjorgum, Karish & Bjorgum, PC.

PHONE NUMBER: (Include area code.)

(213) 785-8070

FEES

Required Processing Fee \$50

Processing Fees are nonrefundable. Please make check payable to "Corporation Division."

ASSIGNMENT OF TRADENAMES

This Assignment of Tradenames (this "**Assignment**") is entered into on May 10, 2022 (the "**Effective Date**") by and among Cookies Creative Consulting & Promotions, Inc., a California corporation ("**Cookies**"), RNLC Sub LLC, a California limited liability company ("**RNLC**") and, along with Cookies, "**Assignor**", and 3615 Market, LLC, a California limited liability company ("**Assignee**"). Cookies, RNLC and Assignee are sometimes referred to herein collectively as the "**Parties**" and each individually as a "**Party**."

RECITALS

WHEREAS, Cookies and Assignee are party to that certain limited liability company Operating Agreement, dated May 3, 2019 (the "**Operating Agreement**") of RNLC;

WHEREAS, in connection with entering into the Operating Agreement, RNLC and Assignee entered into that certain (a) Contribution Agreement, dated May 3, 2019 (the "**Contribution Agreement**"), under which Assignee contributed the tradename "Runtz" and variations thereof related to 3615 Market, LLC's products and business operations ("**Tradenames**") and Contributed Assets, as defined in the Contribution Agreement (collectively, the "**Runtz Marks**") to RNLC, and (b) Assignment of Tradenames, dated May 3, 2019 (the "**Assignment Agreement**"), under which Assignee assigned the Tradenames to RNLC;

WHEREAS, as of the Effective Date, the Parties have mutually determined to rescind the Operating Agreement, Contribution Agreement and Assignment Agreement (the "**Mutual Termination**") pursuant to the terms and conditions of that certain Termination, Settlement and Release Agreement to which this Assignment is attached as Exhibit B (the "**Termination Agreement**"); and

WHEREAS, the execution and delivery of this Assignment is a condition to the Termination Agreement and the consummation of the Mutual Termination.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Assignor hereby assigns to Assignee the entire right, title and interest throughout the world in and to (a) all Runtz Marks and any respective applications, registrations or renewal thereof, together with the goodwill of the uses or business symbolized by and associated with the Runtz Marks and all rights to bring suit for past or future infringement of the Runtz Marks; and (b) all tradenames, trademarks and any respective applications, registrations or renewal thereof and related intellectual property rights related to the "Runtz" brand and/or name under all applicable state, federal and international laws together with the goodwill of the uses of the business symbolized by and associated with the tradenames and all rights to bring suit for past or future infringement; any other trademarks, copyrights, tradenames, or intellectual property rights RNLC or Cookies has acquired to the "Runtz" brand subsequent to the Contribution Agreement and any and all derivative rights; and any intent-to-use trademark applications for "Runtz", including the trademarks listed on Exhibit A.

2. To Assignor's knowledge, Assignor owns good, marketable title to the Tradenames and Runtz Marks free and clear of any encumbrance, title imperfection, or restriction of any kind whatsoever

(whether accrued, absolute, contingent, or otherwise).

3. Following the execution hereof, each of the Parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment. In furtherance of the foregoing, and at Assignees' sole cost and expense, Cookies shall execute any documents and provide any testimony 3615 deems reasonably necessary to maintain, protect, or enforce the Runtz Marks and that 3615 is unable to obtain from others.

4. This Assignment shall be governed by and construed in accordance with the internal laws of 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) that would cause the application of laws of any jurisdiction other than those of the State of California.

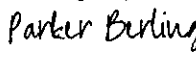
5. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF CALIFORNIA IN EACH CASE LOCATED IN THE COUNTY OF SONOMA, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

6. The Parties agree that irreparable damage would occur if any provision of this Assignment were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Assignment to be effective as of the date first above written.

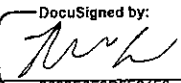
ASSIGNOR

COOKIES CREATIVE CONSULTING &
PROMOTIONS, INC.

By: 
Name: Parker Berling
Title: Authorized Officer

ASSIGNEE

3615 MARKET, LLC

By: 
Name: Nick Corwin
Title: Authorized Officer

RNLC SUB, LLC

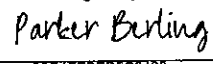


By: 
Name: Parker Berling
Title: Authorized Officer


EXHIBIT A**RUNTZ MARKS**


Actual Mark	Owner of TM	TM Category	Registered State/Date
Runtz, Cross References: Runts	Cookies Creative Consulting and Promotions	Smoking articles, namely, pre-rolled cannabis joints; cannabis products, prepackaged cannabis flower (Class 008)	Michigan, August 5, 2021. Registration Number: 802719161
Runtz, Cross References: Runts	Cookies Creative Consulting and Promotions	Online retail store services; retail store services (Class 101)	Michigan, August 5, 2021. Registration Number: 802719154
Runtz, Cross References: Runts	Cookies Creative Consulting and Promotions	Online retail store services; retail store Services (Class 35)	Colorado, June 9, 2021. Registration Number: 20211541749
Runtz, Cross References: Runts	Cookies Creative Consulting and Promotions	Smoking articles, namely, pre-rolled cannabis joints; cannabis products; pre-packaged cannabis flower; pre- packaged cannabis flower for smoking or vaporizing (Class 34)	Colorado, June 8, 2021. Registration Number: 20211538427
	Cookies Creative Consulting and Promotions	Int. Cl. 35 conducting, arranging and organizing trade shows, trade fairs, and business conferences For the cannabis industry; business advisory services, consultancy and Information relating	USPTO, Appl. Filed: January 21, 2020 (pending, intent to use). Application Number: 88767841

		<p>to the cannabis industry; advocacy services, namely, promoting the interests of businesses and individuals related to cannabis, cannabis-related products and services, licensing, and government compliance; lobbying, namely, promoting the interests of businesses and individuals related to cannabis, cannabis-related products and services, licensing, and government compliance; advertising, marketing and promotional services; preparing business reports related to the cannabis industry; providing consumer information and related news in the fields of cannabis and cbd; providing consumer information and related news in the field of marijuana dispensary inventories and locations; providing a web site featuring the ratings, reviews and Recommendations on products and services for commercial purposes posted by</p>	
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		users; providing Referrals in the field of cannabis	
Runtz	Cookies Creative Consulting and Promotions	Int. Cl. 41 entertainment services, Namely, organizing social Entertainment events and musical Performances in the field of Cannabis culture; educational Services, namely, providing Workshops, classes and seminars Featuring educational information About cannabis education, cannabis Current events, cannabis Entertainment, cannabis history, And cannabis recreation; Educational services, namely, Providing workshops, classes and Seminars on an informational Website in the field of cannabis Education, cannabis current Events, cannabis entertainment, Cannabis history, and cannabis Recreation	USPTO, (registered) Reg. Date: November 2, 2021. Reg. Number: 6541865
	Cookies Creative Consulting and Promotions	(1) Conducting, arranging and organizing trade	Canada, (pending) Application Date: July 14, 2020.

		shows and trade fairs for the cannabis industry; business advisory services, consultancy and information relating to the cannabis industry; promoting the commercial interests of businesses and individuals related to cannabis, cannabis-related products and services, licensing, and government compliance; commercial lobbying services, namely, promoting the commercial interests of businesses and individuals related to cannabis, cannabis-related products and services, licensing, and government compliance; advertising, marketing and promotional services; preparing business reports related to the cannabis industry; providing consumer information relating to cannabis and CBD; providing commercial information to consumers in the field of marijuana dispensary inventories and locations;	Application Number: 2067805 Office Action Issued on March 15, 2022 – Due date to Respond: Sept. 15, 2022
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		providing ratings, reviews and recommendations on products and services for commercial purposes posted by users, via a web site; referral marketing services in the field of cannabis.	
	Cookies Creative Consulting and Promotions	35 Conducting, arranging and organizing trade shows, trade fairs, and business conferences for the cannabis industry; business advisory services, consultancy and information relating to the cannabis industry; advocacy services, namely, promoting the interests of businesses and individuals related to cannabis, cannabis-related products and services, licensing, and government compliance; lobbying, namely, promoting the interests of businesses and individuals related to cannabis, cannabis-related products and services, licensing, and government compliance; advertising, marketing and promotional services; preparing business	Jamaica (pending). Application Date: July 20, 2020. Application Number: 080947

		reports related to the cannabis industry; providing consumer information and related news in the fields of cannabis and CBD; providing consumer information and related news in the field of marijuana dispensary inventories and locations; providing a web site featuring the ratings, reviews and recommendations on products and services; providing referrals in the field of cannabis.	
	Cookies Creative Consulting and Promotions	Class 35. Conducting, arranging and organizing trade shows and trade fairs for the cannabis industry; business advisory services, consultancy and information relating to the cannabis industry; promoting the commercial interests of businesses and individuals related to cannabis, cannabis-related products and services, licensing, and government compliance; commercial lobbying services, namely, promoting the commercial interests	United Kingdom (registered) Appl. Date: Sept. 24, 2021 Reg Date: Feb. 25, 2022 Reg. Number: UK00003700171

		of businesses and individuals related to cannabis, cannabis-related products and services, licensing, and government compliance; advertising, marketing and promotional services; preparing business reports related to the cannabis industry; providing consumer information relating to cannabis and CBD; providing commercial information to consumers in the field of marijuana dispensary inventories and locations; providing ratings, reviews and recommendations on products and services for commercial purposes posted by users, via a web site; referral marketing services in the field of cannabis.	
Runtz	Cookies Creative Consulting and Promotions	(English) 35 Conducting, arranging and organizing trade shows and trade fairs for the cannabis industry; business advisory services, consultancy and information relating to the cannabis	International Registrar. Registration Date: July 14, 2020. WO Registration Number: 1563330 Designations: CA, EM, IL, MX

		industry; promoting the commercial interests of businesses and individuals related to cannabis, cannabis-related products and services, licensing, and government compliance; commercial lobbying services, namely, promoting the commercial interests of businesses and individuals related to cannabis, cannabis-related products and services, licensing, and government compliance; advertising, marketing and promotional services; preparing business reports related to the cannabis industry; providing consumer information relating to cannabis and CBD; providing commercial information to consumers in the field of marijuana dispensary inventories and locations; providing ratings, reviews and recommendations on products and services for commercial purposes posted by users, via a web site; referral marketing	
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		services in the field of cannabis.	
RUNTZ	Cookies Creative Consulting and Promotions	Raw or manufactured tobacco; smokers articles; matches (Class 034)	Arizona. Registration Date: July 29, 2021. Registration Number: 9235074
RUNTZ	Cookies Creative Consulting and Promotions	Advertising and business (Class 036)	Arizona. Registration Date: July 29, 2021. Registration Number: 9235074
RUNTZ	Cookies Creative Consulting and Promotions	Smokers articles, not including tobacco products (Class 008)	Nevada. Registration Date: July 23, 2021. Registration Number: 202100035119-26
RUNTZ	Cookies Creative Consulting and Promotions	Online retail store services; retail store services (Class 101)	Nevada. Registration Date: June 25, 2021. Registration Number: 202100035031-51
RUNTZ	Cookies Creative Consulting and Promotions	Tobacco & smokers' articles (class 134)	Oregon. Registration Date: July 8, 2021. Registration Number: 51635
RUNTZ	Cookies Creative Consulting and Promotions	Advertising & business (class 135)	Oregon. Registration Date: July 8, 2021. Registration Number: 51634
RUNTZ	Cookies Creative Consulting and Promotions	Tobacco; smokers' articles; matches (class 34)	Washington. Registration Date: July 2, 2021 Registration Number: 1081144
RUNTZ	Cookies Creative Consulting and Promotions	Advertising & business (class 35)	Washington. Registration Date: July 2, 2021 Registration Number: 1081144

[Exhibit A to Assignment of Tradenames]

[Exhibit A to Assignment of Tradenames]