

Illinois, and the exercise of jurisdiction comports with traditional notions of fair play and substantial justice.

11. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Defendants consented to venue in Cook County, Illinois under the License Agreement and because a substantial part of the events or omissions giving rise to the claims occurred in this District.

Conditions Precedent

12. All conditions precedent to bringing this action have occurred, been satisfied, or waived.

Facts

The License Agreement Between J Brands and LGNDS

13. J Brands is engaged in the business of developing, manufacturing, marketing, and selling CBD, hemp, vaping, nicotine, smoking, and related products.

14. LGNDS is a brand licensing company focused on hemp-related consumer products.

15. LGNDS holds a license from Carma granting it certain rights in and to the TYSON 2.0 brand, including the right to sublicense the TYSON 2.0 trademark, identified by U.S. Trademark Registration Nos. 7341084 and 8152313 (collectively, the “TYSON 2.0 Mark”).

16. In 2022, J Brands and LGNDS entered into the License Agreement whereby LGNDS granted J Brands a sublicense to use the Tyson 2.0 Mark in connection with the development, manufacture, and sale of vapes and related products as mutually agreed upon by the parties from time to time. *See* License Agreement § 1.3.

17. Pursuant to the License Agreement, J Brands originally agreed to pay LGNDS a 34% royalty on profits derived from the sale of the licensed products. *See* License Agreement, § 6.1.