900434943 01/09/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM457434

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900428322		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grant Turck		08/23/2017	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Venice Pride
Street Address:	55 N Venice Blvd., #502
City:	Venice
State/Country:	CALIFORNIA
Postal Code:	90291
Entity Type:	Non-Profit Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86962064	ROOSTERFISH

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.

(310) 463-5643 Phone:

Email: grant@venicepride.org

Correspondent Name: Grant Turck

Address Line 1: 55 N Venice Blvd., #502 Address Line 4: Venice, CALIFORNIA 90291

NAME OF SUBMITTER:	Grant Turck
SIGNATURE:	/Grant Turck/
DATE SIGNED:	01/09/2018

Total Attachments: 7

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TRADEMARK REEL: 006226 FRAME: 0276

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (this "Amendment") to the Trademark Assignment Agreement dated as of August 23, 2017 (the "Assignment Agreement"), is made and entered into as of January 8, 2018. Capitalized terms used in this Amendment that are not otherwise herein defined are used as defined in the Assignment Agreement.

WHEREAS, Assignor and Assignee desire to amend the Assignment Agreement so it complies with Section 10 of the Trademark Act, 15 U.S.C. § 1060.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Amendments</u>. (a) Section 1 of the Assignment Agreement is hereby amended and restated in its entirety to read as follows:
 - "1. For and in consideration of Ten Thousand Dollars (\$10,000.00) paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee (i) all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business with which the Trademark is used and that is symbolized by the Trademark, to the extent that such rights and goodwill exist, (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Trademark, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademark, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment has not been made."
- 2. <u>Agreement</u>. Except as amended pursuant to this Amendment, the Assignment Agreement is ratified, adopted, approved and confirmed in all respects and remains in full force and effect.
- 3. <u>Governing Law.</u> This Amendment shall be governed by and construed and interpreted in accordance with the Laws of the State of California irrespective of the choice of Laws principles of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Amendment as of the date first above written.

ASSIGNOR:

Grant Turck, Individual

ASSIGNEE:

George Francisco, Secretary

Venice Pride



Amendment Agreement to Trademark Assignment TITLE

Amendment Agreement.pdf FILE NAME

78badbcc23e1098229fbbb4d3d777746e8bcf8e1 **DOCUMENT ID**

Completed STATUS

Document History

01/08/2018 Sent for signature to Grant Turck (grant@venicepride.org)

23:27:28 UTC and George Francisco (gianfrancisco@hotmail.com)

IP: 74.62.29.83

01/09/2018 Viewed by George Francisco (gianfrancisco@hotmail.com) ⑶

IP: 76.175.69.147 01:56:00 UTC OSWBIV

01/09/2018 Signed by George Francisco (gianfrancisco@hotmail.com)

01:57:39 UTC IP: 76.175.69.147 SIGNED

01/09/2018 Viewed by Grant Turck (grant@venicepride.org) **(1)**

02:29:11 UTC IP: 74.62.29.83 **CEWED**

01/09/2018 Signed by Grant Turck (grant@venicepride.org)

02:29:54 UTC IP: 74.62.29.83 SIGNED

01/09/2018

The document has been completed. 02:29:54 UTC COMPLETED

> **TRADEMARK** REEL: 006226 FRAME: 0279

900428322 11/11/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM450607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grant Turck		08/23/2017	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Venice Pride
Street Address:	55 N Venice Blvd., #502
City:	Venice
State/Country:	CALIFORNIA
Postal Code:	90291
Entity Type:	Non-Profit Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86962064	ROOSTERFISH

CORRESPONDENCE DATA

Fax Number:

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Phone: (310) 463-5643
Email: grant@venicepride.org

Correspondent Name: Grant Turck

Address Line 1: 55 N Venice Blvd., #502
Address Line 4: Venice, CALIFORNIA 90291

NAME OF SUBMITTER:	Grant Turck
SIGNATURE:	/Grant Turck/
DATE SIGNED:	11/11/2017

Total Attachments: 3

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TRADEMARK
REEL: 006226 FRAME: 0280

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between **Grant Turck**, an individual located at 55 N Venice Blvd., #502, Venice, CA 90291 (the "Assignor") of the one part; and **Venice Pride**, a non-profit corporation organized and existing under the laws of California, located at 55 N Venice Blvd., #502, Venice, CA 90291 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark(s) application(s) (the "Trademark") in United States (the "Territory") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Class</u>	Application No.
Roosterfish	041	86962064

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

- 1. For and in consideration of the sum of Five Hundred Fifty Dollars (\$550.00 US Dollars) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory.
- 2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.
 - The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.
- 3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect tittle in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
- 4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such

registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.

- 5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of California.
- 6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
- 7. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
- 8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 23rd day of August, 2017.

For and on behalf of the Assignee

Signature:

Grant Turck, Individual

Signature:

George Francisco, Secretary
Venice Pride



TITLE

Roosterfish Trademark Assignment Agreement

FILE NAME

Roosterfish Trade...ent Agreement.pdf

DOCUMENT ID

4039c0c4b4ad31a0f466c9b3cc850bee8a975459

STATUS

Completed

Document History

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SENT	

08/24/2017

01:38:23 UTC

Sent for signature to Grant Turck (grant@venicepride.org)

and George Francisco (gianfrancisco@hotmail.com)

IP: 74.62.29.83



08/24/2017 01:38:48 UTC

Viewed by Grant Turck (grant@venicepride.org)

IP: 74.62.29.83



SIGNED

08/24/2017

01:40:57 UTC

Signed by Grant Turck (grant@venicepride.org)

IP: 74.62.29.83



CEWED

08/24/2017

04:53:52 UTC

Viewed by George Francisco (gianfrancisco@hotmail.com)

IP: 76.175.69.147



SIGNED

08/24/2017

Signed by George Francisco (gianfrancisco@hotmail.com)

04:54:43 UTC IP: 76.175.69.147



08/24/2017

04:54:43 UTC

The document has been completed.

RECORDED: 11/11/2017

TRADEMARK REEL: 006226 FRAME: 0283