

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ms. Daphne Daly		11/17/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wax Poetic LLC		
Street Address:	2530 S, Cleveland Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19145		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5075165	WAX POETIC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2155148736		
Email:	frank.taney@taneylegal.com		
Correspondent Name:	Francis X. Taney, Jr.		
Address Line 1:	110 Simi Court		
Address Line 4:	Cherry Hill, NEW JERSEY 08003		
NAME OF SUBMITTER:	Francis X. Taney, Jr.		
SIGNATURE:	/Francis X. Taney, Jr./		
DATE SIGNED:	06/27/2018		
Total Attachments: 5			
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OP \$40.00 5075165

TRADEMARK LICENSE AND ASSIGNMENT AGREEMENT

This Trademark License and Assignment Agreement ("Agreement") is entered into by and between Wax Poetic Clothing, LLC ("Wax Poetic") and Daphne Daly ("Daly") on this 17th day of November, 2016.

WITNESSETH:

WHEREAS, Wax Poetic is engaged in the business of selling womens' clothing, using the Wax Poetic mark (the "Mark") to do so; and

WHEREAS, Daly is engaged in the business of selling womens' clothing, using the Mark to do so; and

WHEREAS, Daly has obtained a United States trademark registration with respect to the Mark, registration number 5075165; and

WHEREAS, Daly desires to convey and Wax Poetic desires to acquire all of Daly's right, title and interest in and to the Mark, including the goodwill therein, to Wax Poetic, pursuant to the terms of this Agreement;

NOW THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, agree as follows:

1. The parties hereby incorporate the above recitals by reference as though set forth fully herein.
2. In exchange for conveyance of the Mark, Wax Poetic will pay Daly the sum of Three Thousand Five Hundred Dollars (\$3,500) (the "Payment"), payable in sixteen (16) monthly installments (each an "Installment") of two hundred eighteen dollars and seventy-five cents (\$218.75) each, beginning on December 1, 2016, and continuing for the next fifteen (15)

~~Three~~ months, on the 20th (twentieth) day of each month. Wax Poetic shall have no other obligation to pay Daly any sum for use of the Mark.

3. Effective as of the date of the payment of the first Installment, and continuing through to date of the last Installment, Daly hereby conveys to Wax Poetic the exclusive license to use the Mark in commerce in connection with the marketing, advertising, sale and offering for sale of Wax Poetic's goods and services, on or in association with Wax Poetic's goods and services, as well as on packaging, advertising and/or promotional material associated therewith, in the United States and elsewhere, subject only to the exceptions set forth in paragraph 5 herein. Effective as of the date of the last Installment, Daly hereby conveys to Wax Poetic all right, title and interest in and to the Mark, including but not limited to the goodwill therein.

4. Daly agrees to provide all reasonable and necessary assistance to effect conveyance and transfer of the Mark, including but not limited to executing any documents required by the United States Trademark Office to recognize and record the transfer of the Mark to Wax Poetic. Wax Poetic will otherwise bear the costs of recording the transfer of the Mark.

5. Effective as of the date of the payment of the first Installment, Wax Poetic hereby grants to Daly a non-exclusive, non-assignable, non-sublicensable, non-transferrable license to use the Mark solely for the purpose of selling any now existing inventory, equipment and/or other personal property owned by Daly and relating to her previous use of the Mark ("Inventory"). This non-exclusive license does not permit the sale of any items not existing as of the effective date of this Agreement, and shall terminate upon Daly completing the sale of her Inventory.

6. Except for the rights and obligations created by this Agreement, Wax Poetic hereby releases and forever discharges Daly and her agents, servants, employees, officers, directors, shareholders, attorneys, insurance carriers, and all persons acting on her behalf from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, actions, or causes of action, debts, and expenses of any nature, including those arising by contract, tort, statute, or otherwise, known or unknown, now existing and up to the date this Agreement is executed.

7. Except for the rights and obligations created by this Settlement Agreement, Daly hereby releases and forever discharges Wax Poetic and its agents, servants, employees, officers, directors, shareholders, attorneys, insurance carriers, and all persons acting on their behalf from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, actions, or causes of action, debts, and expenses of any nature, including those arising by contract, tort, statute, or otherwise, known or unknown, now existing and up to the date this Agreement is executed.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. For convenience of the parties, the several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, facsimiles, or pdf's of executed copies of this Agreement shall be treated as originals.

9. Each party to this Agreement owns the causes of action and claims released herein and has not assigned, pledged or otherwise transferred or encumbered the same.

10. The individuals signing this Agreement represent that they have the power and authority to execute this Agreement on behalf of the respective parties.

11. This Agreement constitutes the sole and entire agreement between the parties and supersedes any and all prior agreements, negotiations and discussions between the parties with respect to the subject matter covered in it. No party has made any statement or representation to another party regarding any fact relied upon by such other party in entering into this Agreement, and each party specifically does not rely upon any statement, representation, or promise of any other party in executing this Agreement, or in making the settlement and releases provided for herein, except as expressly stated in this Agreement. It is understood that this Agreement may not be altered, amended, waived, modified or otherwise changed in any respect or particular whatsoever except by writing duly executed by authorized representatives of the parties hereto. The parties acknowledge and agree that they will make no claims at any time or place that this Agreement has been orally supplemented, modified or altered in any respect whatsoever.

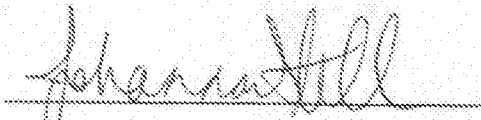
12. Neither the negotiation, undertaking nor signing of this Agreement constitutes, operates, or should be construed as an acknowledgment or admission of any kind or nature by any party to this Agreement or any person acting on their behalf.

13. The parties agree that any claim arising from the terms of this Agreement will be brought in the state and federal courts of the Commonwealth of Pennsylvania, sitting in Philadelphia, Pennsylvania. This Agreement is governed by the law of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

14. This Agreement is binding on the parties, their successors and assigns.

The parties, intending to be legally bound, have evidenced their agreement by their signatures below.

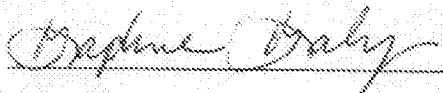
WAX POETIC CLOTHING, LLC

A handwritten signature in cursive script, appearing to read "Johanna Stull", is written over a horizontal line.

By Johanna Stull

Title: Member

DAPHNE DALY

A handwritten signature in cursive script, appearing to read "Daphne Daly", is written over a horizontal line.