

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589626

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900546199		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arnimate inc		04/23/2020	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Vasco Brand Corp		
Street Address:	18401 Collins Ave, Ste 100-241		
City:	Sunny Isles Beach		
State/Country:	FLORIDA		
Postal Code:	33160		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5739599	VASCO	
CORRESPONDENCE DATA			
Fax Number:	7867386235		
<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>			
Email:	artur@reproj.com		
Correspondent Name:	Oleg Dovgan		
Address Line 1:	3855 Holcomb Bridge Rd. Suite 300		
Address Line 4:	Norcross, UNITED STATES 30092		
NAME OF SUBMITTER:	Oleg Dovgan		
SIGNATURE:	/Oleg Dovgan/		
DATE SIGNED:	07/31/2020		
Total Attachments: 3			
source=Trademark Assignment Agreement Vasco#page1.tif			
source=Trademark Assignment Agreement Vasco#page2.tif			
source=Trademark Assignment Agreement Vasco#page3.tif			

Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 23 day of April, 2020 (the "Effective Date") by and between Aranimate inc. (the "Assignor"), a Georgia Corporation located at 3855 Holcomb Bridge Rd. Suite 300, Norcross, GA, 30092 and Vasco Brand Corp (the "Assignee"), a Florida Corporation located at 18401 Collins Ave, Ste 100-241, Sunny Isles Beach, Florida, 33160.

1. **Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: VASCO

Application or Registration Number: 5739599

State of Registration: Georgia

Date of Application or Registration: April 23, 2020


Description of Goods/Services: IC 018. US 001 002 003 022 041. G & S: Cosmetic bags sold empty; Cosmetic cases sold empty; Cosmetic carrying cases sold empty; Luggage; Luggage tags; Suitcases; Travel bag organizer inserts specially adapted to travel bags; Travel bags; Traveling bags; Wallets; Wallets including card holders; Wallets with card compartments; Card wallets; Compression cubes adapted for luggage; Garment bags for travel; Key wallets; Luggage inserts, namely, packing cubes; Overnight suitcases; Pocket wallets; Shoe bags for travel; Small suitcases; Trunks and suitcases. FIRST USE: 20170700. FIRST USE IN COMMERCE: 20170700 IC 020. US 002 013 022 025 032 050. G & S: Neck pillows; Neck-supporting pillows; Wearable travel pillow with a storage compartment. FIRST USE: 20171100. FIRST USE IN COMMERCE: 20171100

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.


3. **Consideration.** Assignee shall pay Assignor the sum of \$0.00, payable on April 23, 2020 in consideration for assignment of the Mark.
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.
5. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
7. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.
8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Florida for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
10. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Arimate inc.

By: 
Name: Oleg Dvigan
Title: CEO

Vasco Brand Corp

By: 
Name: Artur Stelmakh
Title: CEO