

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ronald L Stephens		10/08/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Popz Topz, LLC		
Street Address:	1477 Sedgefield Drive		
City:	New Albany		
State/Country:	OHIO		
Postal Code:	43054		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4711203	PT	
CORRESPONDENCE DATA			
Fax Number:	6142272390		
<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:	6142272369		
Email:	ipdocketing@bricker.com		
Correspondent Name:	Gregory J. Krabacher		
Address Line 1:	100 S. Third St.		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	016114/174270		
NAME OF SUBMITTER:	Gregory J. Krabacher		
SIGNATURE:	/Gregory J. Krabacher/		
DATE SIGNED:	03/03/2021		
Total Attachments: 4			
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EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into this 8th day of October, 2020 ("Effective Date") by and between Ronald L. Stephens, founder and CEO of Popz Topz, LLC ("Assignor") and Popz Topz, LLC, an Ohio limited liability company, duly organized and existing under the laws of the State of Ohio ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. registered trademarks, as listed in Schedule A ("Marks");

WHEREAS, Assignor owns 51% membership interest in Assignee;

WHEREAS, Assignor previously granted Assignee a verbal license, which granted Assignee the right to use the Marks;

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks, together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
2. Assignor represents and warrants that:
 - a) Assignor owns the entire right, title and interest in and to the Marks;
 - b) All registrations for the Marks are currently valid and subsisting and in full force and effect;
 - c) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Marks to any other person or entity;
 - d) There are no liens or security interests against the Marks;
 - e) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - f) Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.
3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefor. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, as

EXHIBIT A

Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. Within 15 days of the execution of the Agreement, Assignee will pay Assignor the sum of Ten Dollars and no cents (\$10.00).

5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use of ownership, or the validity, of the Marks.

6. Assignor and Assignee agree that the terms of this Agreement shall take precedence over the previous verbal license.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

8. Miscellaneous.

- a) This Agreement, Exhibit A, and the Trademark Assignment (Exhibit B) constitute the entire agreement of the parties. No modifications of or additions to the Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
- b) This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of Ohio, without regard to its choice of laws principles, and shall be enforceable against the parties in the courts of Ohio.
- c) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdictions shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision invalid, illegal or unenforceable in any jurisdiction.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

ASSIGNOR:



RONALD L. STEPHENS, Founder and CEO
Popz Topz, LLC

ASSIGNEE:



M. JOYCE CHILTON, Secretary, Board of Managers
Popz Topz, LLC

EXHIBIT B

TRADEMARK ASSIGNMENT

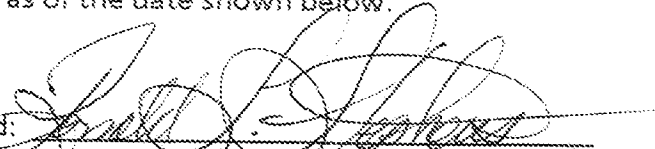
WHEREAS, Ronald L. Stephens, an individual residing at 1477 Sedgefield Drive, New Albany, Ohio 43054, owns the trademark registration listed on the attached *Schedule A* which has been filed and is in good standing in the U.S. Patent and Trademark Office.

WHEREAS, Popz Topz, LLC, an Ohio limited liability company, located at 1477 Sedgefield Drive, New Albany, Ohio 43054, is desirous of acquiring all of the right, title and interest in and to the aforesaid trademark, the registration thereof, and the goodwill of the business that is associated with the trademark.


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Ronald L. Stephens, does hereby assign, sell, transfer and convey to Popz Topz, LLC all of his right, title and interest in and to the said trademark, including all claims for past infringement and all causes of action with respect to or arising out of the said trademark, together with the goodwill of his business symbolized by the name, the mark, and the registration thereof.

Ronald L. Stephens, further covenants with Popz Topz, LLC to execute, when requested, such additional assignments, instruments and documents as may be necessary or desirable to effectuate this agreement and assignment.

IN WITNESS WHEREOF, the undersigned, have hereunto executed this Assignment, effective date as of the date shown below.

Signed: 

Ronald L. Stephens, Founder and CEO
Popz Topz, LLC

Signed: 

M. Joyce Chilton, Secretary, Board of Managers
Popz Topz, LLC

EXHIBIT B

SCHEDULE A

<u>REGISTRATION NUMBER</u>	<u>SERIAL NUMBER</u>	<u>WORD/MARK DESCRIPTION</u>	<u>REGISTRATION DATE</u>
4711203	85-332680	PT - Circle with stylized symbol, appears as a combined P and T	March 31, 2015