# OP \$40.00 6273815

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM642285

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Littman & Ponce De Leon, Inc.		04/23/2021	Corporation: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	Palindrome Enterprises Inc.	
Street Address:	581 Greene Avenue	
City:	Brooklyn	
State/Country:	NEW YORK	
Postal Code:	11228	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6273815	FOXY

#### **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.

**Phone:** 4153060890

Email: JAMES@MARIONESQ.COM

Correspondent Name: James P Marion IV Address Line 1: 1801 9th Avenue

Address Line 4: San Francisco, CALIFORNIA 94122

NAME OF SUBMITTER:	James P Marion
SIGNATURE:	/James Marion/
DATE SIGNED:	04/26/2021

#### **Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of April 23, 2021 ("Effective Date"), is made by LITTMAN & PONCE DE LEON, INC., a New York corporation, with address at 581 Greene Avenue, Brooklyn, NY 11228 ("Seller"), in favor of PALINDROME ENTERPRISES INC., a Delaware corporation, with address at 581 greene ave \_\_\_\_\_\_, Brooklyn \_\_\_\_\_, Ny \_\_11228 ("Buyer").

WHEREAS, Seller wishes to transfer and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with various authorities as necessary; and

WHEREAS, Seller is owner of the trademarks, as well as the federal and state trademark registrations and applications, as set forth in the attached **Schedule 1** ("**Trademarks**"); and

WHEREAS, Buyer wishes to acquire all rights that Seller may have in the and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof;

# NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:
  - (a) the Trademarks set forth in **Schedule 1** attached hereto:
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. <u>Recordation and Further Actions</u>. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademarks are properly assigned to Buyer, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the Effective Date.

LITTMAN & PONCE DE LEON, INC.

y: \_\_\_\_\_\_PVANIITTMAN

RYAN LITIMAN

By: \_\_\_\_\_NICO PONCE DE LEON DIO

AGREED TO AND ACCEPTED:

PALINDROME ENTERPRISES INC.

DVANIITTMAN

By:

NICO PONCE DE LEON DIOS

# **SCHEDULE 1**

# **US Federal Trademarks**:

1) Foxy - Serial No. 88685834

# **California State Trademarks:**

1) Foxy – Registration No.: 02007852



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# **Document History**

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VIEWEO	<b>04 / 24 / 2021</b> 00:52:54 UTC	Viewed by Ryan Littman (ryan@palindromeinc.com) IP: 107.77.227.40

04 / 24 / 2021	Signed by Ryan Littman (ryan@palindromeinc.com)
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