# OP \$40.00 5376510

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM847442

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	07/08/2021	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Shawna Alaine Young		09/27/2023	INDIVIDUAL: UNITED STATES
Michael Young		09/27/2023	INDIVIDUAL: UNITED STATES
Mary Verando-Higgins		09/27/2023	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Artletic Apparel LLC	
Street Address:	231 N KAWEAH AVE	
City:	Exeter	
State/Country:	CALIFORNIA	
Postal Code:	93221	
Entity Type:	ntity Type: Limited Liability Company: CALIFORNIA	

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

Property Type	Number	Word Mark
Registration Number:	5376510	ARTLETIC APPAREL

### **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: 213-357-5668

Email: michael@meshiplaw.com

**Correspondent Name:** Michael Eshaghian Address Line 1: 5632 Van Nuys Blvd.

#1395 Address Line 2:

Address Line 4: Van Nuys, CALIFORNIA 91401

ATTORNEY DOCKET NUMBER:	1037-100
NAME OF SUBMITTER:	Michael Eshaghian
SIGNATURE:	/michael eshaghian/
DATE SIGNED:	10/20/2023

**Total Attachments: 3** 

**TRADEMARK** REEL: 008233 FRAME: 0719 source=2023 Nunc Pro Tunc to CA Artletic\_TM Assignment#page1.tif source=2023 Nunc Pro Tunc to CA Artletic\_TM Assignment#page2.tif source=2023 Nunc Pro Tunc to CA Artletic\_TM Assignment#page3.tif

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### NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of September 27, 2023, and effective nunc pro tunc as of July 8, 2021 (the latter date the "Effective Date"), is made by Shawna Alaine Young, Michael Young, and Mary Verrando-Higgins (collectively, "Seller"), in favor of Artletic Apparel LLC ("Buyer"), a California limited liability company, the purchaser of certain assets of Seller pursuant to the NUNC PRO TUNC ASSET PURCHASE AGREEMENT between Buyer and Seller dated as of September 27, 2023, and effective nunc pro tunc as of July 8, 2021 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

WHEREAS, Seller is the owner of the trademarks described in Exhibit 1 (the "Marks"), attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used.

WHEREAS, Seller desires to convey, transfer, assign, deliver, and contribute to Buyer, all of its right, title, and interest in and to the Marks.

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, assigns, delivers, and contributes to Buyer all of Seller's right, title, and interest of whatever kind in and to the following:
- a. the Marks and all issuances, extensions, and renewals thereof (the Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- 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, or after the Effective Date, 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.

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- 2. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.
- 3. <u>Successors and Assigns.</u> This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

MICHAEL YOUNG

SELLER:

SHAWNA YOUNG

MARY VERRANDO-HIGGINS

Mary Verrando Higgins

BUYER:

ARTLETIC APPAREL, LLC

MICHAEL YOUNG

PRESIDENT

### EXHIBIT 1

# ASSIGNED TRADEMARKS

# Trademark Registrations

**RECORDED: 10/20/2023** 

Mark	Jurisdiction	Registration Number	Registration Date
ARTLETIC APPAREL	U.S.	5376510	January 9, 2018
	U.S.	n/a	11/8

TRADEMARK
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