This Trademark Assignment Agreement (“Assignment”), made effective as of the date set forth at the end of this document, is agreed to by the following parties:

|  |  |
| --- | --- |
| Assignor will be inserted here      - hereinafter referred to as “Assignor” - | Assignee will be inserted here      - hereinafter referred to as “Assignee” - |

-collectively referred to as the “Parties”-

RECITALS

**TRADEMARK ASSIGNMENT**

Assignor hereby sells, assigns, transfers, and conveys to Assignee the whole and complete right, title, interest in and to the Application that has been or may be granted in the territory of the United States, together with the goodwill of the business symbolized by the Application. This Assignment includes any goodwill of any business relating to products or services on which the Application has been used and for which it is registered. The Assignment also includes any foreign tradeApplication applications and registrations, and all royalties, income, or other such fees (which may include damages or fees for infringement) due or payable to Assignor related to the Application. Under the terms of this Agreement, Assignee is specifically authorized to bring any actions for infringement of the Application, even if the infringement started or took place before the effective date of this Assignment. Assignor agrees to completely cease use of the Application or any trade name or brand name that is confusingly similar to the Application, and Assignor agrees not to challenge Assignee’s right in the Application going forward. Assignor agrees to cooperate with Assignee to the fullest extent possible in conveying the right, title and interest in and to the Application, including, but not limited to, the prompt execution of all necessary documents, including oaths, declarations, specifications, and any other instruments required to effect the conveyance of the Application, as well as any assistance in proceedings at the USPTO. Assignor will be responsible for filing the recordation of the transfer with the USPTO, and for the payment of all fees associated with the recordal. The rights and obligations under this Assignment will inure to the benefit and be binding upon any of the Assignee’s successors and assignees, as well as Assignor’s. This Assignment may be executed in counterparts, all of which will constitute a single agreement between the parties. If the dates set forth in the respective documents are different, this Assignment shall be considered effective on the day both parties have affixes their respective signature to the document (the “Effective Date”). Assignor represents and warrants that Assignor holds good and Applicationetable title to the Application, that the Application is in good standing, with all USPTO fees paid for its registration until the Effective Date, and there are no legal actions and circumstances known to the Assignor attacking the validity of the Application. Assignor further warrants and represents that the person signing this agreement has the legal authority to do so. This agreement shall be governed by the law of the United States and the law of the State of , and all parties agree that the exclusive legal venue for any disputes related to or stemming from this agreement are the courts in County.

Signed on this 10th Day of March 2021

For the Assignor

(For assignor sign)

For the Assignee

(For assignee sign)