## 900226219 06/20/2012

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Ovadafut Hosiery Company, Inc.		06/01/2012	CORPORATION: NEW YORK

### **RECEIVING PARTY DATA**

Name:	Blue Gorilla LLC	
Street Address:	333 Park Avenue South	
Internal Address:	Suite 42	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10010	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Serial Number:	85612038	UGLY VIX GOOD TASTE GONE BAD	
Serial Number:	85611844	UGLY VIX	
Serial Number:	85098042	V.K. NAGRANI	
Registration Number:	3996445	V.K. NAGRANI	
Serial Number:	78541135		
Registration Number:	3073115		

### **CORRESPONDENCE DATA**

**Fax Number**: 5168129601

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 5168129600

Email: sc@chatrathlaw.com
Correspondent Name: Sandeep Chatrath
Address Line 1: 170 Old Country Road

TRADEMARK REEL: 004805 FRAME: 0156 OP \$165.00 85612038

Address Line 2: Suite 316 Address Line 4: Mineola, NEW YORK 11501		
NAME OF SUBMITTER:	Sandeep Chatrath	
Signature:	/s/	
Date:	06/20/2012	
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif		

TRADEMARK
REEL: 004805 FRAME: 0157

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 1<sup>st</sup> day of June 2012 by **The Ovadafut Hosiery Company, Inc.**, a New York Corporation ("Assignor") having a business address of 333 Park Avenue South, Suite 42, New York, New York 10010 and **BLUE GORILLA, LLC**, a Delaware Limited Liability Company ("Assignee") having a business address of 333 Park Avenue South, Suite 42, New York, New York 10010.

WHEREAS, Assignor is the sole owner of the trademark identified and set forth on Schedule A (the "Trademark"), together with any and all rights and privileges under the common law, trademark law, and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the goodwill of the business in which the mark is used, and in any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof (collectively, the "Trademark Rights");

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee a portion of Assignor's right, title, and interest in, to, the Trademark and Trademark Rights;

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- 1. Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee and Assignee hereby accepts the entire right, title and interest in and to the trademarks and to the respective registrations and applications therefor set forth on Schedule A annexed hereto, including, without limitation, the goodwill of the business symbolized by each thereof, together with all rights of action to accrue under and by virtue hereof, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made.
- 2. Assignor covenants and agrees that it will, upon the reasonable request of Assignee execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademark hereunder.
- 3. Assignor represents and warrants that there are no liens, claims or other encumbrances on the Trademark, and Assignor shall indemnify and hold Assignee harmless for any and all claims relating to Assignee's ownership of the Trademark.
- 4. Assignor represents and warrants that it has not received any notice from any third party that the Trademark Rights infringe any rights claimed by any third party, and that



there are no pending claims of infringement. In addition, Assignor represents and warrants that it has not received any notice challenging the validity of the Trademark from any third party.

5. This Assignment and all the terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors, assigns and hypothecates.

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

# **ASSIGNOR:**

The Ovadafut Hosiery Company, Inc.

By:

Vivek/Nagrani

Its:

Chairman of the Board

**ASSIGNEE:** 

Blue Gorilla, LLC

By: Vivek Nagrani

Member

# **SCHEDULE A**

# **TRADEMARKS**

Trademark	Country	U.S. Serial No. Filing Date	U.S. Registration No. Issue Date
UGLY VIX GOOD TASTE GONE BAD	USA	85612038 April 30, 2012	
UGLY VIX	USA	85611844 April 30, 2012	
V.K. NAGRANI	USA	85098042 August 2, 2012	3996445 July 19, 2011
DESIGN ONLY CODES: 26.01.02	USA	78541135 January 3, 2006	3073115 March 28, 2001
26.01.07 26.01.21 26.05.02			
26.05.07 26.05.21 26.09.02			
26.09.07 26.09.21 26.11.21			



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