

## 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
	Michelle D. Roberts		05/01/2012	INDIVIDUAL: UNITED STATES
	Quintina Johnson		05/01/2012	INDIVIDUAL: UNITED STATES
	Regina Cole-Morton		05/01/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA				
Name:	UBC Ltd.			
Street Address:	P.O. Box 420			
City:	Lindenhurst			
State/Country:	NEW YORK			
Postal Code:	11757			
Entity Type:	CORPORATION: NEW YORK			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	3598862	QUINCY TAE'LOR	
CORRESPONDENCE DATA				
Fax Number:	7147558290			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Email:	ipdocket@lw.com			
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke			
Address Line 1:	650 Town Center Dr, 20th floor			
Address Line 2:	(050148-2-US002)			
Address Line 4:	Costa Mesa, CALIFORNIA 92626			
ATTORNEY DOCKET NUMBER:	(050148-2-US002)			
NAME OF SUBMITTER:	Adam Kummins			
Signature:	/Adam Kummins/			

TRADEMARK

Date:

06/27/2012

Total Attachments: 3

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## **TRADEMARK ASSIGNMENT AND CONVEYANCE AGREEMENT**

This Trademark Assignment Agreement (the "Agreement") is effective as of May 1, 2012 ("the Effective Date") by and between Michelle D. Roberts, Quintina Johnson, and Regina Cole-Morton, all United States citizens with an address of 14115 Bishop Claggert Court, Upper Marlboro, MD 20772 (collectively, the "Assignors") and UBC Ltd., a New York corporation with an address of P.O. Box 420, Lindenhurst, NY 11757 ("Assignee"). The Assignors and Assignee shall collectively be referred to as "Parties" herein.

WHEREAS, Assignors have adopted, and are, to the best of their knowledge and belief, the owner of the trademark identified in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past, current and future infringement (the "Trademark");

WHEREAS, Assignors have acquired goodwill in the business associated with and symbolized by the Trademark and have not abandoned same;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademark owned by Assignors in the United States; and

WHEREAS, Assignors are willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark in the United States;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Assignors hereby assign and sell to Assignee all rights, title, and interest as Assignors may possess in and to the Trademark, together with the goodwill associated with the Trademark.

**Enforcement.** This Agreement in no way, either implicitly or explicitly, requires the Assignors to indemnify, assist, or expend any effort, either financially or otherwise, including but not limited to the retention of an attorney or the payment of attorney's fees, in any lawsuit filed by the Assignee or any third party concerning, related to or connected to or with the Trademark.

**Representations and Warranties.** Assignors represent and warranty that no lender or creditor currently has any security interest in the Trademark and that no third party has filed a claim or asserted rights against the Trademark. Assignors hereby generally release Assignee and its affiliates, related entities, officers, directors, employees, successors and assigns from all causes of action, claims, demands, obligations or liabilities (including, without limitation, past,

present, or future actual, consequential, exemplary or punitive damages) of whatever kind and character, in law, equity or otherwise, known or unknown, which Assignors ever had, now has or may have in the future based on any actions, omissions, or events occurring prior to the Effective Date. This general release also extends to claims which Assignors do not know or suspect to exist in their favor at the Effective Date, which if known by them must have materially affected assignment of the Trademark to Assignee.

No Partnership. This Agreement is not intended to and does not create a joint venture, partnership or any rights or title outside of what is expressly stated herein.

Governing Law and Remedies. This Agreement shall be governed and construed in accordance with the laws of the United States and the state of Maryland and Assignee consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there.

Entire Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Agreement of assignment as of the "Effective Date" as described herein above.

**ASSIGNOR**

Michelle D. Roberts

Signed: Michelle D. Roberts

**ASSIGNOR**

Quintina Johnson

Signed: Quintina Johnson

**ASSIGNOR**

Regina Cole-Morton

Signed: Regina Cole-Morton

**ASSIGNEE**

UBC Ltd.

By: David Woods

David Woods  
President

## Schedule A

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
QUINCY TAE'LOR	76610668	September 8, 2004	3598862	March 31, 2009

Int. Cls.: 18 and 25

Prior U.S. Cls.: 1, 2, 3, 22, 39, and 41

**United States Patent and Trademark Office**

Reg. No. 3,598,862

Registered Mar. 31, 2009

### TRADEMARK PRINCIPAL REGISTER

# QUINCY TAE'LOR

ROBERTS, MICHELLE D. (UNITED STATES INDIVIDUAL)

14115 BISHOP CLAGGERT COURT  
UPPER MARLBORO, MD 20772 AND

JOHNSON, QUINTINA (UNITED STATES INDIVIDUAL)

14115 BISHOP CLAGGERT COURT  
UPPER MARLBORO, MD 20772 AND  
COLE-MORTON, REGINA (UNITED STATES INDIVIDUAL)

14115 BISHOP CLAGGERT COURT  
UPPER MARLBORO, MD 20772

FOR: PURSES AND HANDBAGS, IN CLASS 18  
(U.S. CLS. 1, 2, 3, 22 AND 41).

FIRST USE 1-10-2009; IN COMMERCE 1-10-2009.

FOR: WOMEN'S CLOTHING, NAMELY, DRESSES, PANTS, TOPS, JUMPSUITS, SKIRTS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 6-15-2008; IN COMMERCE 1-10-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

THE NAME "QUINCY TAE'LOR" DOES NOT IDENTIFY A LIVING INDIVIDUAL.

SN 76-610,668, FILED 9-8-2004.

SUSAN HAYASH, EXAMINING ATTORNEY