

09/07/2012

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/)



103648943

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-7-12

1. Name of conveying party(ies):

Brian B. Chung

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 08/20/2012

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: YoonKyung Chung

Street Address: 152 Cumberland Court

City: Paramus

State: NJ

Country: USA Zip: 07652

- Individual(s) Citizenship Korea, Republic of
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3,701,881

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: YoonKyung Chung

Internal Address: _____

Street Address: 152 Cumberland Court

City: Paramus

State: NJ Zip: 07652

Phone Number: (646) 234-2001

Docket Number: _____

Email Address: mykchung77@gmail.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/07/2012 ANULLINS 00000010 3701881
Deposit Account Number _____

01 FC:8521 40.00 OP
Authorized User Name _____

9. Signature:

[Handwritten Signature]

Signature

9/4/12

Date

YoonKyung Chung

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004860 FRAME: 0108

TRADEMARK PURCHASE AGREEMENT

THIS AGREEMENT, made and effective this 1st day of August, 2012 by and between YoonKyung Chung, having a principal place of business at 152 Cumberland Court, Paramus, NJ 07652, ("Buyer") and Brian Byung Se Chung, having a principal place of business at 2231 Simon Street, Fullerton, CA 92833, ("Seller").

WHEREAS, Seller adopted, owns and has used the trademark BETTY HANSON in connection with the marketing and sale of the goods and/or services set forth in Appendix A attached hereto ("the Mark"); and

WHEREAS, Buyer wishes to acquire Seller's rights to the Mark and the goodwill of Seller's business symbolized thereby and associated therewith; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the parties agree as follows:

- (1) Upon or promptly after execution of this Agreement by both Parties, Seller shall deliver to Buyer:
 - (a) an executed Trademark Assignment, in the form attached hereto as Appendix B, assigning to Buyer Seller's entire right, title, and interest in and to the Mark along with the goodwill of the business symbolized by the Mark, along with any application for or registration of the Mark;
 - (b) all documentation, as described in paragraph 4, not previously delivered to Buyer, provided such documentation is reasonably accessible to Seller at such time; but Seller's obligations under paragraph 4 shall continue for the term of this Agreement with respect to existing documentation not delivered by Seller to Buyer prior to or at the time of the execution of this Agreement;
 - (c) Seller's complete Application or Registration file(s), provided it has filed an application to register or owns a federal trademark Registration for the Mark, including at least one extra label, name plate, carton, brochure or other writing, or other specimen provided to the United States Patent Office or to any Secretary of State in support of registration of the Mark for each of the goods and services named in the Application.
 - (d) Seller's business assets, including any production templates or designs.
- (2) Upon execution of this Agreement by both parties, Buyer shall deliver to Seller the sum of One Thousand Dollars (\$1,000) in full payment and consideration for this assignment and Seller's other deliveries and undertakings as herein provided.
- (3) Seller hereby warrants as follows:
 - (a) Seller is the owner of the Mark as applied to the goods and services listed in Appendix A and has the right to enter into this Agreement and the attached assignment; Seller does not know of any prior use of the Mark or any third party claim of any prior use of the Mark or any confusingly similar mark on or in connection with the same or similar goods or services; and there are no challenges to Seller's ownership of the Mark or its right to assign the Mark and the associated goodwill to Buyer;
 - (b) Seller has not abandoned use of the Mark, and, directly or through its predecessor in interest or licensee(s), Seller has continuously used the Mark since its adoption in connection with the goods and services listed in Appendix A in interstate and/or commerce from a foreign country or in intrastate commerce;
 - (c) Seller has applied for registration and obtained the registration of the Mark on the Principal Register in the United States Patent and Trademark Office for the goods and/or services substantially as set forth in Appendix A, Registration No. 3,701,881, registered on October 27, 2009;

(d) Seller owns a Registration for the Mark; and

(e) Seller has not registered and has no pending application for registration of the Mark in any other country or state.

(4) To the extent heretofore not done, Seller agrees to furnish to Buyer promptly after the effective date of this Agreement written documentation substantiating Seller's above-mentioned warranties of use and ownership of the Mark. Such documentation shall include, without limitation thereto, materials showing Seller's or its predecessor in interest's first use of the Mark on or in connection with the goods and services listed in Appendix A; Seller's or its predecessor in interest's first use of the Mark in interstate commerce; and Seller's continuing use of the Mark up to and including the date of filing of the applications. Such materials shall include, for example: invoices to customers; labels, name plates, cartons and like materials bearing the Mark as used by Seller in its sale of goods; advertising, business literature and other materials showing sale and offering of services under the Mark; media articles available to Seller and concerning Seller, its predecessor in title and their respective goods and services marketed and sold under the Mark; and other written materials such as brochures, stationery, business cards and the like showing use of the Mark by Seller and its predecessor in title.

(5) Seller agrees to cooperate with and assist Buyer in Buyer's obtaining, enforcing and defending its rights in the Mark pursuant to this purchase agreement, including, without limitation, Buyer's protection of the Application and any new or modified applications to register the Mark in the United States Patent and Trademark Office or in any state for goods and services the same as or similar to those listed in Appendix A or those contained in the Application. Seller's actual and reasonable out-of-pocket expenses so incurred at Buyer's request shall be reimbursed by Buyer promptly upon receipt of Seller's itemized invoices therefor. In addition, to compensate Seller for its temporary loss of the services of its personnel as a result of the rendering of such services, Buyer shall pay to Seller a per diem fee for each eight-hour day expended by Seller's personnel in rendering such requested services. Unless otherwise agreed by Buyer, such fee shall not exceed (a) the pre-tax compensation payable by Seller to such personnel for the applicable period or services, or (b) in case of Seller's officers, One Hundred Dollars (\$100.00) per day. Such services for periods less than one eight-hour day shall be prorated. Seller's invoices shall include the time and applicable per diem rate(s) for such personnel services.

(6) Buyer and Seller agree that Seller will cease all use of the Mark within 30 days of the execution of this Agreement.

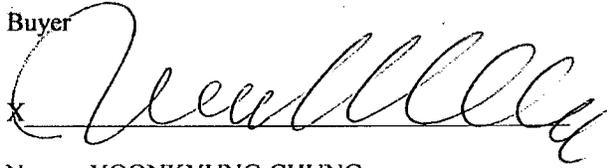
(7) Except with the prior written authorization of Buyer, Seller shall not adopt or use any mark or name which is the same or confusingly similar to the Mark, or which tends to dilute its distinctiveness.

(8) This Agreement shall be effective as of the date first above written. Seller's obligation under paragraphs 4 and 5 shall terminate 6 months after the date of the execution of this Agreement.

(9) This Agreement represents the entire agreement of the parties, shall be governed by the laws of the state of New Jersey, and shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate counterparts, by their duly authorized representatives as of the day and year first above written.

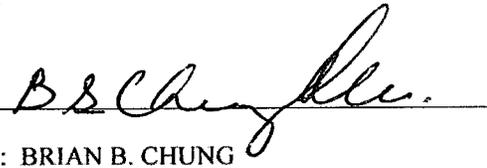
Buyer



Name: YOONKYUNG CHUNG

Dated: 8/27/12

Seller

x 

Name: BRIAN B. CHUNG

Dated: August 20, 2012

Appendix A

[Copy of Seller's Federal Trademark Registration]

United States of America

United States Patent and Trademark Office

BETTY HANSON

Reg. No. 3,701,881 CHUNG, BRIAN BYUNG SE (REPUBLIC OF KOREA INDIVIDUAL)
Registered Oct. 27, 2009 3435 WILSHIRE BLVD., SUITE 2605
LOS ANGELES, CA 90010

Int. Cl.: 25 FOR: LADIES CLOTHING, NAMELY, PANTS, SKIRTS, COATS, JACKETS, SHIRTS, TOPS, TURTLENECKS, TEES, BLOUSES, AND SWEATERS, IN CLASS 25 (U.S. CLS. 22 AND 39).

TRADEMARK FIRST USE 7-1-2007; IN COMMERCE 7-1-2007.
PRINCIPAL REGISTER

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

THE NAME "BETTY HANSON" DOES NOT IDENTIFY OR REPRESENT A LIVING INDIVIDUAL.

SN 76-664,461, FILED 8-10-2006.

LEIGH LOWRY, EXAMINING ATTORNEY



David J. Kybas

Director of the United States Patent and Trademark Office

TRADEMARK
REEL: 004860 FRAME: 0113

Appendix B

[Trademark Assignment Form]

ASSIGNMENT OF TRADEMARKS

WHEREAS, Brian B. Chung, with his principal place of business at 2231 Simon Street, Fullerton, CA 92833, United States of America ("Assignor") has used the Trademarks attached as Appendix A; and

WHEREAS, YoonKyung Chung, with her principal place of business at 152 Cumberland Court, Paramus, NJ 07652, United States of America ("Assignee") is desirous of acquiring any and all rights that Assignor may have throughout the world in and to the Trademarks and the applications and registrations therefore, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for all damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said mark and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

ASSIGNOR

ASSIGNEE

X B. Chung

X [Signature]

Name: BRIAN B. CHUNG
Date: Aug. 20, 2012

Name: YOONKYUNG CHUNG
Date: 8/27/12

Signed and sworn to before me this
20th day of August, 2012
[Signature]
Notary Public, State of CALIFORNIA
MY COMMISSION: Dec. 13, 2013
Expires:

Signed and sworn to before me this
27th day of August, 2012
[Signature]
Notary Public, State of New Jersey
MY COMMISSION: March 14, 2016
ERP ->

