

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SW19, Inc.		05/20/2013	CORPORATION: FLORIDA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SUGARPOVA, LLC
<b>Street Address:</b>	c/o HPM Partners, LLC, 600 Superior Avenue
<b>Internal Address:</b>	Suite 1000
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA

<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	4273542	SUGARPOVA
<b>Serial Number:</b>	85645585	SUGARPOVA
<b>Serial Number:</b>	85326006	SUGARPOVA
<b>Serial Number:</b>	85979696	SUGARPOVA

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2166960740
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	216-861-7864
<b>Email:</b>	clevelandip@bakerlaw.com
<b>Correspondent Name:</b>	Deborah A. Wilcox/Baker & Hostetler LLP
<b>Address Line 1:</b>	1900 East 9th Street
<b>Address Line 2:</b>	Suite 3200
<b>Address Line 4:</b>	Cleveland, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	091679	<b>TRADEMARK</b>
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NAME OF SUBMITTER:	Deborah A. Wilcox
Signature:	/daw/
Date:	07/24/2013
<b>Total Attachments: 4</b> source=SW19 to SUGARPOVA Assmt 5-20-2013#page1.tif source=SW19 to SUGARPOVA Assmt 5-20-2013#page2.tif source=SW19 to SUGARPOVA Assmt 5-20-2013#page3.tif source=SW19 to SUGARPOVA Assmt 5-20-2013#page4.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") is entered into effective as of 5/20/13 by and between SW19, INC., a Florida Corporation ("Assignor"), and SUGARPOVA, LLC, a Florida Limited Liability Company ("Assignee").

**WHEREAS**, Assignor is the owner of the Trademarks (defined in Section 1.a. herein);

**NOW THEREFORE**, *in* consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby grants, transfers and assigns unto Assignee and its transferees, successors and assigns:

a. All of Assignor's right, title and interest in and to the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made. "Trademarks" shall mean the trademarks set forth on Schedule A to this Agreement, in the United States, its territorial possessions and in all foreign countries, whether or not the same have been registered prior to, on or after the date of this Agreement, and any and all renewals and extensions thereof (or any legal equivalent thereof in a foreign country) for the full term or terms for which the same may be granted, together with the goodwill of the business carried on in connection with such trademark.

b. All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of the Trademarks prior to, on or after the date of this Agreement, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

c. Any income, fees, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademark, including without limitation, the right to recover for past, present or future infringements of the Trademarks or unauthorized use.

2. Assignor agrees that Assignor shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, further assignments, instruments, notices and assurances as may be necessary or reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

**IN WITNESS WHEREOF**, Assignor has caused this Agreement to be executed as of the date first written above.

SW19, Inc.

By: X




\_\_\_\_\_  
Maria Sharapova

Title: \_\_\_\_\_

\_\_\_\_\_  
President

Schedule A

Trademarks

Country	Trademark	Appin #	Filing Date	Reg. #	Reg. Date	Goods
AU	SUGARPOVA	1537321	14-Dec-2012			Class 30 Candy
CA	SUGARPOVA	1599791	26-Oct-2012			(1) candy (2) REVISED 7/1/2013: Clothing, namely, Belts; Blouses; Boots; Bras; Capris; Coats; Dresses; Flip flops; footwear, namely, casual footwear, evening footwear, athletic footwear, beach footwear; Gloves; Hats; Headbands; headwear, namely, sun hats, golf hats, cloth hats, caps; Hosiery; Jackets; Jeans; Knit shirts; Lingerie; Outer jackets; Overalls; Pajamas; Pants; Sandals; Scarves; Shirts; Shoes; Shorts; Skirts; Slippers; Sneakers; Socks; Sports bras; Sports pants; Sports shirts; Sweat shirts; Sweaters; Swimwear; T-shirts; Tank tops; Ties; Underwear; Vests
CN	SUGARPOVA	1145210	14-Dec-2012			Class 30 Candy
EM	SUGARPOVA and Lips Logo  	010962777	13-Jun-2012	010962777	13-Jun-2012	18: Bags; cosmetic bags and wash bags; vanity cases 25: Clothing, footwear, headgear; 30: Candy; sweets; chocolate; confectionery including health bars.
EM	SUGARPOVA	009995424	25-May-2011	009995424	25-May-2011	25: Clothing, footwear, headgear; 30: Candy; sweets; chocolate; confectionery including health bars.
HK	SUGARPOVA	302416987	26-Oct-2012	302416987	26-Oct-2012	Class 30 Coffee, tea, cocoa and artificial coffee; rice; tapioca and sago; flour and preparations made from cereals; bread, pastry and confectionery; ices; sugar, honey, treacle; yeast, baking-powder; salt; mustard; vinegar, sauces (condiments); spices; ice; candy

Country	Trademark	Appln #	Filing Date	Reg. #	Reg. Date	Goods
IN	SUGARPOVA	2418820	29-Oct-2012			Class 30 Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking powder; salt, mustard; vinegar, sauces, (condiments); spices; ice
JP	SUGARPOVA	1145210	14-Dec-2012			Class 30 Candy
KR	SUGARPOVA	1145210	14-Dec-2012			Class 30 Candy
MX	SUGARPOVA	1322826	01-Nov-2012			Class 30 Candy
NZ	SUGARPOVA	967771	26-Oct-2012	967771	30-Apr-2013	Class 30 Coffee, tea, cocoa and artificial coffee; rice; tapioca and sago; flour and preparations made from cereals; bread, pastry and confectionery; ices; sugar, honey, treacle; yeast, baking-powder; salt; mustard; vinegar, sauces (condiments); spices; ice.
PH	SUGARPOVA	1145210	14-Dec-2012			Class 30 Candy
RU	SUGARPOVA	1145210	14-Dec-2012			Class 30 Candy
SG	SUGARPOVA	1145210	14-Dec-2012			Class 30 Candy
TW	SUGARPOVA	101061638	30-Oct-2012			Class 30 Tea; coffee beans, cocoa powder, chocolate powder, coffee beverages, cocoa beverages, chocolate beverages; ice, ice creams; sugar, honey; candies, cookies, snacks made of grains, breads, cakes; pudding, pudding powder; wheat flakes, flour.
US	SUGARPOVA	85326006	20-May-2011			Class 25 Clothing, namely, Belts; Blouses; Boots; Bras; Capris; Coats; Dresses; Flip flops; Footwear; Gloves; Hats; Headbands; Headwear; Hosiery; Jackets; Jeans; Knit shirts; Lingerie; Outer jackets; Overalls; Pajamas; Pants; Sandals; Scarves; Shirts; Shoes; Shorts; Skirts; Slippers; Sneakers; Socks; Sports bras; Sports pants; Sports shirts; Sweat shirts; Sweaters; Swimwear; T-shirts; Tank tops; Ties; Underwear; Vests

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Country	Trademark	Appln #	Filing Date	Reg. #	Reg. Date	Goods
US	SUGARPOVA	85978044	20-May-2011	4273542	08-Jan-2013	Class 30 Candy
US	SUGARPOVA and Lips Logo   SUGARPOVA	85645585	07-Jun-2012			Class 30 Candy
US	SUGARPOVA and Lips Logo   SUGARPOVA	85645585	07-Jun-2012			Class 25 Clothing, namely, Belts; Blouses; Boots; Bras; Capris; Coats; Dresses; Flip flops; Footwear; Gloves; Hats; Headbands; Headwear; Hosiery; Jackets; Jeans; Knit shirts; Lingerie; Outer jackets; Overalls; Pajamas; Pants; Sandals; Scarves; Shirts; Shoes; Shorts; Skirts; Slippers; Sneakers; Socks; Sports bras; Sports pants; Sports shirts; Sweat shirts; Sweaters; Swimwear; T-shirts; Tank tops; Ties; Underwear; Vests
WP	SUGARPOVA	1145210	14-Dec-2012	1145210	14-Dec-2012	Class 30 Candy

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RECORDED: 07/24/2013

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