

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370184

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900350802		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wuster & Chewy LLC		01/11/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Verandaglobal.com, Inc.		
Doing Business As:	First Place Internet, Inc.		
Street Address:	P.O. Box 3727		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33767		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3739689	2	
CORRESPONDENCE DATA			
Fax Number:	2062172201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206-217-2200		
Email:	trademarks@aeonlaw.com		
Correspondent Name:	Susan L. Stuart		
Address Line 1:	1218 3rd Ave., Suite 2100		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	AIRS-2016009		
NAME OF SUBMITTER:	Susan L. Stuart		
SIGNATURE:	/Susan L. Stuart/		
DATE SIGNED:	01/22/2016		
Total Attachments: 3			
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A S S I G N M E N T

This Agreement is entered into between the following parties on the 8th day of January, 2016:

ASSIGNOR(S): Wuster & Chewy LLC, DBA 2Wheel Bikes

Located at: 1450 Old Mill Road
San Marino, CA 91101
UNITED STATES

ASSIGNEE: VERANDAGLOBAL.COM, INC., DBA First Place Internet, Inc.

Located at: P.O. Box 3727
Clearwater, FL 33767

I. Summary

The Assignor is the owner of the Trademarks, Service Marks, Trade Dress and/or domain names ("Trademarks"), and the goodwill of the business relating to "Bicycles; Mountain bicycles" ("Products") upon which the Trademarks are used and for which they are registered ("Goodwill") for the following:

Mark: 2 (stylized design)
Reg. No.: 3739689
Reg. Date: Jan. 19, 2010

The Assignor desires to convey, transfer, assign and deliver to the Assignee all of its right title, and interest in and to the Trademarks, along with the Goodwill.

In consideration for the mutual promises, covenants, and Agreements made below, the parties, intending to be legally bound, agree as follows:

II. Assignment

The Assignor hereby conveys, transfers, assigns and delivers to the Assignee all of its right, title, and interest in and to the Trademarks, together with (1) the Goodwill; (2) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements and misappropriations of the Trademarks; in the United States and its territories, and/or in any other country, region, or other territory in which the Trademarks are used and Goodwill exists.

The Assignor further warrants that no share, interest, Assignment or other right to the Trademarks has been transferred, assigned or granted to any other party except as disclosed to the Assignee in the Assignment.

The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the Trade Dress, labels and designs associated with the Trademarks.

The Assignee further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing or vesting in the Assignee full right, title and interest in the Trademarks.

General Provisions

The terms and conditions of this Assignment of Trademark Rights shall be binding on and will inure to the benefit of Assignee, its successors, assigns, heirs devisees, legatees, executors, administrators, trustees, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

No waiver, amendment, or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such shall waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach of series o breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment maybe waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previously, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

Understood, Agreed, and Accepted:

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment as the Effective Date first written above.

Wuster & Chewy LLC, DBA 2Wheel Bikes

1/18/2016

Date

DocuSigned by:
Kenneth Wu
E5C9478E40CF4B0...
Kenneth Wu
Principal

Trademark Assignment and License Back Agreement

This Trademark Assignment and License Back Agreement (the "Agreement") is made as of January 8th, 2016 (the "Effective Date"), between Wuster & Chewy LLC DBA 2Wheel Bikes LLC (the "Assignor") and First Place Internet, Inc. (the "Assignee").

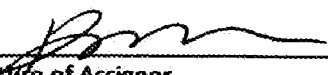
The Assignor is the registered owner of a trademark that is registered in the United States Patent and Trademark Office, Registration No. 3739689, with a registration date January 19, 2010 (the "Mark").

The Assignee paid the Assignor good and valuable consideration in the amount of \$8,850 on January 8, 2016, and the Assignee acquired the Assignor's rights in the trademark listed in this agreement.

In exchange, the Assignor conveys, transfers, and assigns to the Assignee all of the Assignor's right, title, and interest of whatever kind in the Mark, together with the goodwill relating to the products and services on which the Mark is used and for which it is registered.

The Assignor attests the Mark is in active use for the goods and/or services listed in the recitation of the registration, and the Assignee licenses back to the Assignor full use of the Mark, royalty-free, listed in this agreement for two years, terminating January 8th, 2018. Assignor's licensed use of the Mark will maintain quality and consistency of the products and/or services sold under the trademark during the licensed period.

In witness whereof, the Assignor has duly executed under seal and delivered this Agreement, as of the day and year first above written.




Signature of Assignor
Name: *Kent Wu*
Title: *Member*
Wuster & Chewy LLC DBA 2Wheel Bikes LLC

William Blackwood 1/8/16

Signature of Assignee
Name: *WILLIAM BLACKWOOD*
Title: *U. P.*
First Place Internet, Inc.

State of *CALIFORNIA*
County of *LOS ANGELES*

On the *11th* day of *JAN*, 2016, Assignor, the person who signed this Agreement, personally appeared before me, *ALLEN BARKISSIAN*, Notary Public, and acknowledged that they signed the agreement as, or in behalf of, the Assignor.



Signature of Notary Public

