# OP \$40.00 376438

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM377648

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Corkboard, LLC		03/17/2016	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Marcelo Bursztein	
Street Address: 204 Holland Ave		
City:	City: Ottawa	
State/Country: CANADA		
Entity Type: INDIVIDUAL: CANADA		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3764385	CORKBOARD

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 5619903533

**Email:** diana.mederos@sriplaw.com

Correspondent Name: Diana Mederos

**Address Line 1:** 4651 N. Federal Hwy

Address Line 4: Boca Raton, FLORIDA 33433

### DOMESTIC REPRESENTATIVE

Name: Diana Mederos

Address Line 1: 4651 N. Federal Hwy

Address Line 4: Boca Raton, FLORIDA 33431

NAME OF SUBMITTER:	Diana Mederos
SIGNATURE:	/diana mederos/
DATE SIGNED:	03/23/2016

# **Total Attachments: 3**

source=TRADEMARK ASSIGNMENT AGREEMENT#page1.tif source=TRADEMARK ASSIGNMENT AGREEMENT#page2.tif

TRADEMARK REEL: 005755 FRAME: 0865 source=TRADEMARK ASSIGNMENT AGREEMENT#page3.tif

TRADEMARK REEL: 005755 FRAME: 0866

### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 17th day of March, 2016 (the "Effective Date"), by and between Corkboard, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and having its principal place of business at 128 Lafayette Avenue, 1A, Brooklyn, New York, 11238 ("Assignor"), and Marcelo Bursztein, an individual having the address, 204 Holland Avenue, Ottawa, Ontario K1Y0Y5, Canada ("Assignee"), (collectively, the "Parties").

### Recitals

WHEREAS Assignor owns the entire right, title, and interest in and to one U.S. registered trademark listed below (the "Mark") and to the common law rights and goodwill associated therewith; and

Registration	Country	Trademark/ Service	Filing Date	Registration
Number		Mark		Date
3764385	U.S.	CORKBOARD	Aug. 27, 2008	Mar. 23, 2010

WHEREAS Assignee desires to acquire all of Assignor's right, title, and interest, in and to the Mark and the common law rights together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title, and interest to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

# Representations and Warranties of Assignor

- (i) Assignor owns the entire right, title and interest in and to the Mark;
- (ii) the registration for the Mark is currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark and the common law rights and goodwill associated therewith to any other person or entity;

TRADEMARK REEL: 005755 FRAME: 0867

- (iv) there are no liens or security interests against the Mark and the common law rights and goodwill associated therewith; and
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized.

# **Covenants**

- 1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the Mark, with the common law rights and goodwill associated, with the goodwill of the business symbolized by the Mark, and with the right to proceed in Assignee's own name against any and all past, present, and future enforcement thereof.
- 2. Assignee may undertake procedures to record the transfer of the Mark to Assignee in the United States Patent and Trademark Office.
- 3. After the Effective Date, Assignor shall make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the Parties in writing, and Assignor may not challenge Assignee's use, ownership, or validity of the Mark.

# **Miscellaneous**

- 4. This Agreement is binding on and will inure to the benefit of the Parties to this Agreement and their successors and assigns, if any.
- 5. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof.
- 6. No modifications of or additions to this Agreement may have effect unless in writing and properly executed by both Parties, making specific reference to this Agreement by date, Parties, and subject matter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**ASSIGNOR:** 

Corkboard, LLC

Name: Marcelo Bursztein

**RECORDED: 03/23/2016** 

Title: <u>Authorized Representative</u>

ASSIGNEE:

Marcelo Bursztein

Name: Marcelo Bursztein

Title: An individual