

900379699 09/29/2016

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS.ID: TM400183

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ramzi Faris		08/02/2016	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Darren Elan Kapahi
<b>Street Address:</b>	6423 Argento St.
<b>City:</b>	Lake Worth
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33467
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	<del>XXXXXXXXXXXXXXXXXXXX</del> DARREN ELAN KAPAH I <b>APP</b>
<b>Street Address:</b>	6423 Argento St.
<b>City:</b>	Lake Worth
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33467
<b>Entity Type:</b>	<del>INDIVIDUAL: UNITED STATES</del> INDIVIDUAL: U.S. <b>APP</b>

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86299583	PLACE MONEY HERE

**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:** 3476787262

**Email:** aaron.pierce@piercekwok.com, sam.sjc9@gmail.com

**Correspondent Name:** Aaron H. Pierce, Esq

**Address Line 1:** 253 Church St. Suite 4A

**Address Line 4:** New York, NEW YORK 10013

<b>NAME OF SUBMITTER:</b>	Aaron H. Pierce, ESQ
<b>SIGNATURE:</b>	/Aaron Pierce/
<b>DATE SIGNED:</b>	09/29/2016

OP \$40.00 86299583

**Total Attachments: 6**

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TRADEMARK ASSIGNMENT COVER SHEET

Name of party conveying the interest:

Ramzi Faris.  
15 Sylvan Terrace  
Wayne, NJ 07470

Name and address of party receiving the interest:

Place Brand Here, LLC/Darren Elan Kapahi  
6423 Argento St.,  
Lake Worth, FL 33467

A description of the interest conveyed or transaction to be recorded: Application to register the trademark PLACE MONEY HERE in connection with the following services: Clothing, namely, shirts, caps and bandanas.

Identification of the interests involved: Serial No. 86/299583. Application was published in the Official Gazette of the USPTO on October 21, 2014.

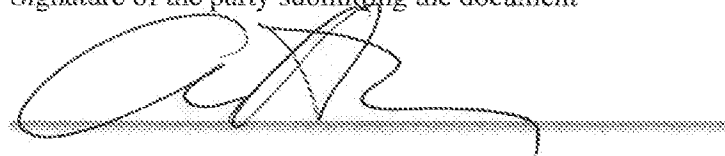
Name and address of the party to whom correspondence concerning the request to record the document should be mailed:

Aaron H. Pierce, Esq.  
253 Church St. Suite 4A  
New York, NY 10013

Date document was executed: August 2<sup>nd</sup>, 2016

Entity and citizenship of the party receiving the interest: Place Brand Here, LLC. Florida citizenship.

Signature of the party submitting the document

A handwritten signature in black ink, appearing to read 'A. H. Pierce', is written over a horizontal line. The signature is stylized and somewhat cursive.

(Aaron H. Pierce, Esq)

## SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between PLACE MONEY HERE, LLC, with an address at 6423 Argento St. Lake Worth, FL 33467 and DARREN ELAN KAPAHI, with an address at 6423 Argento St. Lake Worth, FL 33467 (the "Opposers"), and RAMZI FARIS, with an address at 15 Sylvan Terrace, Wayne, NJ 07470 (the "Applicant").

WHEREAS, on June 3, 2014, the Applicant filed an application in the United States Patent and Trademark Office ("USPTO") to register the trademark PLACE MONEY HERE in connection with the following services: "Clothing, namely, shirts, caps and bandanas," Serial No. 86/299583 (the "Application"), which Application was published in the Official Gazette of the USPTO on October 21, 2014;

WHEREAS, the Opposers have filed an Opposition, No. 91220485, in the United States Patent and Trademark Office opposing registration of the Application;

WHEREAS, the Opposers and the Applicant desire to settle any disputes between them relating to the Application and other matters relating to the Place Money Here mark;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Covenants.

- a. Applicant hereby assigns all right and title in the Application and intellectual property described therein, specifically all rights in the trademark PLACE MONEY HERE (the "Trademark") to Opposer DARREN ELAN KAPAHI.
- b. Applicant shall in good faith take all steps necessary (i) to substitute DARREN ELAN KAPAHI as the applicant for the applied for Trademark and (ii) to ensure that the Trademark is granted with DARREN ELAN KAPAHI as the sole owner of all

intellectual property therein.

- c. Applicant shall quitclaim and assign to DARREN ELAN KAPAHI any and all right, title, interest and access to any website or social media url or platform that utilizes the term Place Money Here in any way that is under the control of Applicant at the time of this agreement, subject to the limitations below. This includes, but is not limited to all right, title, and interest, and access to all video files at full HD resolution for all the ads and clips currently in existence, and the email [placemoneyhere@gmail.com](mailto:placemoneyhere@gmail.com). Applicant will delete his personal Snapchat account [@placemoneyhere](https://www.snapchat.com/add/placemoneyhere) and re-name his Google+ and YouTube accounts removing the terms "PLACE MONEY HERE" within ten (10) business days following receipt of a fully executed settlement agreement and will not use any terms confusingly similar thereto in the re-named accounts. Applicant shall in good faith sign any document to effect the intent of this agreement in connection with all reasonable steps necessary to effect such intent, but at the expense of DARREN ELAN KAPAHI, to substitute DARREN ELAN KAPAHI as the registrar, owner, and sole operator of same.
- d. The Applicant shall refrain from use of the name "PLACE MONEY HERE," or terms confusingly similar thereto;
- e. The Applicant shall refrain from selling, offering to sell, advertising or promoting any goods bearing, without authorization, the name "PLACE MONEY HERE," or terms confusingly similar thereto.
- f. Upon the execution of this Agreement, and in consideration of the Applicant's covenants herein, Opposer DARREN ELAN KAPAHI will make one lump sum payment of \$10,000 to Applicant RAMZI FARIS by check payable to "Handal & Morofsky as trustees" within ten (10) business days following receipt of a fully-executed settlement agreement

## 2. Mutual Release.

- a. Each of the parties hereto, on behalf of itself, its officers, directors, shareholders,

subsidiaries, parent companies, attorneys, employees, agents, successors, and assigns, hereby releases and discharges the other parties and its officers, directors, shareholders, subsidiaries, parent companies, attorneys, employees, agents, successors, and assignees, individually and collectively, from any and all claims, actions, causes of action (including without limitation any action arising out of an allegation of trademark infringement, false designation of origin, unfair competition, trademark dilution, and/or unfair or deceptive business practices, or the assertion or prosecution of any claim related thereto), suits, debts, costs, damages, losses, obligations, and demands of any nature whatsoever, whether now asserted or otherwise suspected or unsuspected.

3. [Intentionally Left Blank]

4. Territory.

a. The scope of this Agreement shall be worldwide.

5. Miscellaneous.

a. Binding Effect. Upon execution hereof by both parties, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

b. No Waiver. No waiver by either party to this Agreement of any breach of any of the covenants, agreements or undertakings contained herein shall be construed as a waiver of any succeeding breach of the same or of any other covenant, agreement or undertaking or effect the right of either party to require the strict performance thereof on a subsequent occasion. No waiver, consent, or similar action with respect to any covenant, agreement or undertaking contained herein shall be effective unless embodied in a writing specifically stating that it is such a waiver, consent, extension, indulgence or similar action and signed by the part to be bound thereby.

c. Effect of Agreement.

i. This Agreement is to operate as a resolution of the pending dispute only as between the parties hereto, and it is understood that the parties expressly reserve

the right to prosecute suits and claims against any and all other entities or persons that may use like or confusingly similar marks to either of the parties' trademarks.

- ii. By entering into this Agreement neither party admits any wrongdoing nor concedes any of the issues raised in the Opposition.
- d. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous negotiations or proposals, and may only be modified by an amendment executed in writing by both parties hereto.
- e. Severability. The provisions of this Agreement shall be deemed severable, and any invalidity or unenforceability of any one or more of its provisions shall not affect the validity or enforceability of the other provisions hereof.
- f. Incorporation of Recitals. The matters recited above are hereby incorporated into this Agreement, with the same effect and as though fully set forth herein.
- g. Governing Law, Jurisdiction and Venue. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of New York. The parties agree that any action or proceeding arising out of or related to this Agreement shall be brought exclusively in the appropriate courts located in New York, and the parties hereby consent to such venue and to the jurisdiction of such courts over such proceeding and themselves.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed as being the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written by their duly authorized representatives.

OPPOSERS

APPLICANT

PLACE MONEY HERE

RAMZI FARIS

**TRADEMARK**  
**REEL: 005888 FRAME: 0874**

OPPOSERS

PLACE MONEY HERE

By: DARREN KAPAHI

Name: [Signature]

Title: FOUNDER

Date: AUG. 1, 2016

DARREN ELAN KAPAHI

Name: [Signature]

Title: CEO

Date: AUG. 1, 2016

APPLICANT

RAMZIFARIS

By: Ramzi Faris

Name: [Signature]

Title: Founder

Date: Aug 2, 2016

