# OP \$90.00 2088946

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Version v1.1 ETAS ID: TM403668

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Design Continuum, Inc.		10/26/2016	Corporation: MASSACHUSETTS	

# **RECEIVING PARTY DATA**

Name:	Continuum Innovation LLC			
Street Address:	21 Drydock Avenue, Suite 410 W			
City:	Boston			
State/Country:	MASSACHUSETTS			
Postal Code:	02210			
Entity Type:	Limited Liability Company: DELAWARE			

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2088946	U
Registration Number:	3979880	CONTINUUM
Registration Number:	3979879	CONTINUUM U

# **CORRESPONDENCE DATA**

**Fax Number:** 7816225933

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:** 7816225930

Email: trademark@mbbp.com
Correspondent Name: Sean D. Detweiler

**Address Line 1:** 230 Third Avenue, 4th Floor

Address Line 2: Morse, Barnes-Brown & Pendleton, P.C. Address Line 4: Waltham, MASSACHUSETTS 02451

ATTORNEY DOCKET NUMBER:	CONTINUUM-TM
NAME OF SUBMITTER:	Sean D. Detweiler
SIGNATURE:	/Sean D. Detweiler/
DATE SIGNED:	10/28/2016

**Total Attachments: 3** 

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### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is effective as of this 26 day of 0070601, 2016 by and between Design Continuum, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having a place of business at 21 Drydock Avenue, Suite 410 W, Boston, Massachusetts, 02210 (hereinafter "Assignor"), and Continuum Innovation LLC, a limited liability company organized and existing under the laws of the State of Delaware, having a place of business at 21 Drydock Avenue, Suite 410 W, Boston, Massachusetts, 02210 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the trademarks identified in **Exhibit A**, including all registered rights and all common law rights associated with the marks (the "**Trademarks**"); and

WHEREAS, Assignee desires to acquire Assignor's entire interest in the Trademarks, including any and all rights that Assignor may have in and to the said Trademarks and the registration therefor, together with the goodwill of the business uses in connection with the Trademarks and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee, for themselves, their successors, assigns and legal representatives, have and hereby do covenant, bargain and agree as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, its entire right, title and interest it may now have, may ever have had or may ever have, in and to the Trademarks, together with the goodwill of the business uses in connection with the Trademarks, and the rights and privileges relating to all choses in action pertaining to such Trademarks, including the right to sue for and collect damages and other recoveries, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the exploitation or defense of rights and registrations pertaining to such Trademarks.
- 2. <u>Further Assurances</u>. Assignor shall assist and cooperate with Assignee in every proper and lawful way to evidence, record and perfect the Assignment set forth herein, and to perfect, obtain, maintain, enforce, and defend any rights assigned hereunder, including, but not limited to, the execution and delivery of all lawfully requested papers required to evidence, record, perfect, obtain, maintain, enforce or defend the Assignment set forth herein.
- 3. <u>Authorization</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Trademarks.

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4. <u>Miscellaneous</u>. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed as a sealed instrument by its duly authorized representative, effective as of the date first written above.

Assignor:

Design Continuum, Inc.

By: CARMENCITA BUA

Title: CUISE OPENATION - OFFICER

# Schedule A

<u>Trademark</u>	Docket No.	Serial No.	Filing Date	Country	Status	Reg. No.	Reg. Date	Class
CONTINUUM	DESIGNTM07	77/034,301	01-Nov-2006	United States of America	Registered	3,979,880	21-Jun-2011	35 Int., 42 Int.
CONTINUUM (Stylized and/or design)(First U underlined)	DESIGNTM06	0015219	26-Jul-2002	Korea, Republic of	Registered	41-94774	19-Dec-2003	35 Int.
CONTINUUM (Stylized and/or design)(First U underlined)	DESIGNTM27	2000- 0022132	11-Aug-2000	Korea, Republic of	Registered	41-84031	18-Feb-2003	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM19	908689	29-Nov-2006	Australia	Registered	908689	29-Nov-2006	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM09	908689	29-Nov-2006	Bulgaria	Registered	908689	29-Nov-2006	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM21	1328263	18-Dec-2006	Canada	Registered	701816	27-Nov-2007	NC Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM10	908689	29-Nov-2006	China (People's Republic)	Registered	908689	29-Nov-2006	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM20	908689	29-Nov-2006	European Community	Registered	908689	15-Nov-2007	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM12	908689	29-Nov-2006	Japan	Registered	908689	29-Nov-2006	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM11	908689	29-Nov-2006	Korea, Republic of	Registered	908689	29-Nov-2006	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM24	948,064	16-Jul-2008	Mexico	Registered	1,088,574	09-Mar-2009	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM22	761951	15-Jan-2007	New Zealand	Registered	761951	13-Sep-2007	09 Int., 42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM13	908689	29-Nov-2006	Norway	Registered	908689	29-Nov-2006	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM14	908689	29-Nov-2006	Romania	Registered	908689	29-Nov-2006	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM15	908689	29-Nov-2006	Russian Federation	Registered	908689	29-Nov-2006	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM16	908689	29-Nov-2006	Singapore	Registered	908689	29-Nov-2006	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM17	908689	29-Nov-2006	Switzerland	Registered	908689	29-Nov-2006	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM18	908689	29-Nov-2006	Ukraine	Registered	908689	29-Nov-2006	42 Int.
CONTINUUM U (Stylized and/or design)(U underlined and circled)	DESIGNTM08	77/034,294	01-Nov-2006	United States of America	Registered	3,979,879	21-Jun-2011	35 Int., 42 Int.
U (Stylized and/or design)(U underlined and circled)	DESIGNTM01	75/097,652	02-May-1996	United States of America	Registered	2088946	19-Aug-1997	42 Int.
UCONTINUUM (Stylized and/or design)(U underlined and circled)(First U underlined	DESIGNTM28	2000- 0026886	16-Oct-2000	Korea, Republic of	Registered	41-84498	11-Mar-2003	42 Int.

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**RECORDED: 10/28/2016**