

900381668 10/17/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

10/17/2016
 900381668

ETAS ID: TM402232

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3-C Consulting	3C Consulting, LLC	07/26/2015	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	The Handel Group LLC <i>Limited Liability Company</i>		
Street Address:	247 Limestone Road		
City:	Ridgefield		
State/Country:	CONNECTICUT		
Postal Code:	06877		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4820395	DESIGN YOUR LIFE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jsutherland@seyfarth.com		
Correspondent Name:	Julia K. Sutherland		
Address Line 1:	131 South Dearborn St., Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60603-5577		
NAME OF SUBMITTER:	Julia K. Sutherland		
SIGNATURE:	/Julia K. Sutherland/		
DATE SIGNED:	10/17/2016		
Total Attachments: 2			
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source=Assignment DESIGN YOUR LIFE (3)#page1.tif			

C.H. \$40.00 4820395

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between The Handel Group LLC, a New York limited liability company, with an office at 247 Limestone Road, Ridgefield, Connecticut 06877 ("The Handel Group"), and 3C Consulting, LLC, a Michigan limited liability company, with an office at 270 Cobb Parkway South, Suite 140 #233, Marietta, Georgia 30060 ("3C") (collectively referred to as "Parties" and sometimes separately referred to as "Party").

WHEREAS, The Handel Group has continuously been using the DESIGN YOUR LIFE mark since December 2009 and DESIGNING YOUR LIFE mark since at least as early as January 2007 in connection with life coaching and educational services in the field of life coaching ("HG Marks"), and has common law trademark rights in those marks;

WHEREAS, 3C is the owner of an application to register the trademark "DESIGN YOUR LIFE" for "Conducting workshops and seminars in personal awareness; Conducting workshops and seminars in self-awareness; Life coaching services in the field of strategic planning for your life and work; Peer to peer coaching services in the field of strategic planning for your life and work; Personal coaching services in the field of strategic planning for your life and work; Professional coaching services in the field of strategic planning for your life and work; Providing group coaching in the field of strategic planning for your life and work" ("3C Services") in International Class 41 in the United States Patent and Trademark Office ("USPTO"), which application has been assigned Serial No. 85/719,343 ("343 Application");

WHEREAS, The Handel Group has filed an opposition in the USPTO against the '343 Application, which opposition has been assigned Opposition No. 91211738 ("Opposition");

WHEREAS, the Parties have reached an agreement regarding the Opposition and the use by 3C of its "DESIGN YOUR LIFE" mark in connection with the 3C Services and various forms thereof, and desire to settle their dispute without further litigation;

NOW THEREFORE, in consideration of the recitations, mutual promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

1. 3C's Obligations. 3C agrees:
 - 1.1 to assign all right, title and interest in the '343 Application to The Handel Group;
 - 1.2 to refrain from challenging The Handel Group's use and/or registration of the HG Marks; and
 - 1.3 to consent to the withdrawal of the Opposition without prejudice as set forth in Paragraph 2.3 below.

greatest extent possible under applicable law and it shall not affect the validity of the balance of the Agreement in that the remaining provisions will continue in full force and effect.

9. Authority. Each Party represents and warrants that the person executing this Agreement on its behalf is duly authorized to do so.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

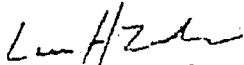
11. Territory. The territory of this Agreement is U.S.

12. Governing Law. This Agreement shall be governed by the law of the State of Michigan and any dispute between the Parties arising from this Agreement shall be resolved in state or federal court in the State of Michigan, County of Wayne.

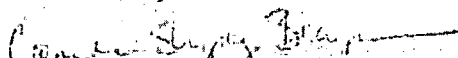
13. Waiver. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

THE HANDEL GROUP, LLC

By: 
Name: Louise H Zandiel
Title: Chairman
Date: 7/7/2015

3C CONSULTING, LLC

By: 
Name: Candace Stuyvesant
Title: Managing Director
Date: 7/26/15