

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shy Creations, Inc.		02/17/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lourdes M Mena de Guerra		
Street Address:	alle y Colonia La Mascota #235 A		
City:	San Salvador		
State/Country:	EL SALVADOR		
Entity Type:	INDIVIDUAL: EL SALVADOR		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4962940	LULA	
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:	trademarksca@ferraiuoli.com		
Correspondent Name:	Cristina Arenas Solis		
Address Line 1:	221 Ponce de Leon Avenue		
Address Line 2:	5th Floor		
Address Line 4:	San Juan, PUERTO RICO 00917		
NAME OF SUBMITTER:	Cristina Arenas Solis		
SIGNATURE:	/CAS/		
DATE SIGNED:	03/16/2017		
Total Attachments: 4			
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OP \$40.00 4962940

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made with an effective date as of February 17, 2017 ("Effective Date"), between Shy Creation, Inc. ("Assignor") and Lourdes M Mena de Guerra, ("Assignee"). Assignee and Assignor are sometimes referred to individually as a "party" and collectively as the "parties".

1. SCOPE OF THE AGREEMENT

Assignor is the owner of United States common law and statutory right, title and interest in and to that certain trademark "LULA" (the "Mark") in connection with certain jewelry goods in International Claes 014, including but not limited to the certain trademark registration for the Mark identified in Schedule 1 to this Assignment.

Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Mark so that it may be immediately thereafter be under Assignee's name and title.

2. CONSIDERATION

As consideration for the Mark being assigned herein and to be assigned under the terms of this Assignment, Assignee shall pay Assignor the total amount of TWO THOUSAND DOLLARS (\$2,000.00) (the "Consideration"). Payment of the Consideration is due on the Effective Date of the Agreement, but in any case shall be wired to Assignor and cleared by Assignor's bank. Assignor shall deliver an executed copy of this Assignment to Assignee immediately after the wire transfer has been confirmed.

3. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Effective as of the day of the execution of this Assignment, Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title and interest in and to the Mark, including any and all renewal and extensions that may be secured under the laws of the United States.

To the extent Assignor continues to have any moral rights or other rights in the Mark, Assignor agrees not to assert such rights or to challenge the rights of the Assignee in the Mark.

Assignor shall execute and deliver any documents, and to take such additional actions, reasonably required by Assignee to confirm, establish, and record the rights being assigned to Assignee herein.

This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of the parties.

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4. REPRESENTATIONS AND INDEMNIFICATION

Parties hereby represent and warrant that they are free to enter into this Assignment and that no rights of any third parties are or will be violated by entering into or performing this Assignment. Neither party is subject to any conflicting obligation, nor neither party made and shall not hereafter make any agreement with any third party, which could interfere with the rights granted to Assignee hereunder or the full performance of their obligations hereunder.

5. REMEDIES

Assignor acknowledges and agrees that its sole remedy in the event of a breach of this Assignment by Assignee shall be an action in law for damages, if any, and in no event shall Assignor seek or have the right to enjoin, interfere with or otherwise prohibit the use and exploitation of the Mark by Assignee, or any allied, ancillary or subsidiary rights relating thereto.

Assignee acknowledges and agrees that the rights being assigned by Assignor to Assignee herein is made on "as is" basis and Assignor makes no warranties or representations as to the validity and enforceability of such rights assigned to Assignee. The total aggregate liability of the Assignor to Assignee under this Assignment or otherwise shall not exceed \$2,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6. NO WAIVERS

The waiver by any party hereto of any other party's prompt and complete performance, or breach or violation of any provision of this Assignment shall not operate as, nor be construed to be a waiver of any subsequent breach or violation, and the failure by any party hereto to exercise any right or remedy that it may possess shall not operate as, nor be construed to be, the waiver of such right or remedy by any other party or a bar to the exercise of such right or remedy by such party upon the occurrence of any subsequent breach or violation.

7. SEVERABILITY

If any provision of this Assignment or the application thereof, to any person or circumstances is held to be invalid, prohibited, or unenforceable for any reason, this Assignment shall be ineffective only to the extent of such invalidity, and the remaining provisions of this Assignment shall continue to be given full force and effect as if such invalid provision had not been inserted.

8. JURISDICTION & GOVERNING LAW

In the event of any dispute arising hereunder, the parties hereby agree to submit to the jurisdiction and venue of the appropriate state or federal courts located in the State of California, County of Los Angeles. This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of California without regard to its conflicts or choice of laws.

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9. ENTIRE AGREEMENT

This Assignment sets forth the entire understanding between the parties with respect to the subject matter hereof, and no modification, amendment, waiver, termination or discharge of this Assignment shall be binding upon the parties hereto unless confirmed by written instrument signed by the parties. This Assignment shall not be construed against the party that drafted it.

10. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart to this Agreement.

11. SURVIVAL AND NO REVERSION

All terms and provisions of this Assignment which should by their nature survive the expiration or termination of the Assignment shall also survive, regardless of the method or manner in which it is terminated. Specifically, Section 3. All rights granted to Assignee under Section 3 of this Assignment are perpetual and shall not be subject to termination, rescission, or reversion upon the expiration or earlier termination of this Assignment for any reason.

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement on this 09 day of 03, 2017.

ASSIGNOR



Shy Creation, Inc.

By: Shyha Dwyer
Authorized Representative

ASSIGNEE

Name: Lourdes M. Mena de Guerra

Trademark Assignment Agreement

SCHEDULE 1

Trademark	Registration/Serial No.	Trademark Office
LULA	4962940 (Registered)	USFTO

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Initials