

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424984

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|---|--|-------------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Down Girls Up, LLC | | 04/25/2017 | Limited Liability Company: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | Starcycle Franchise, LLC | | |
| Street Address: | 459 SECOND STREET | | |
| City: | LAKE OSWEGO | | |
| State/Country: | OREGON | | |
| Postal Code: | 97034 | | |
| Entity Type: | Corporation: OREGON | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87143646 | ONE BEAT AT A TIME | |
| Registration Number: | 4800798 | TURN I WISH INTO I WILL | |
| Registration Number: | 4472555 | STARCYCLE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4243020717 | | |
| <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> | | | |
| Phone: | 4243020717 | | |
| Email: | kg@keatsgaten.com | | |
| Correspondent Name: | Konrad Gatien | | |
| Address Line 1: | 120 S. El Camino Dr., Suite 207 | | |
| Address Line 4: | Beverly Hills, CALIFORNIA 90212 | | |
| NAME OF SUBMITTER: | Konrad Gatien | | |
| SIGNATURE: | /s/ | | |
| DATE SIGNED: | 04/25/2017 | | |
| Total Attachments: 1 | | | |
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OP \$90.00 87143646

AGREEMENT

This assignment agreement (“Agreement”) effective as of April 25, 2017 (the “Effective Date”), is entered into by and between, on the one hand, Down Girls Up, LLC (“Assignor”), an Oregon limited liability company, and, on the other hand, Starcycle Franchise, LLC (“Assignee”), an Oregon limited liability company.

RECITALS

WHEREAS, Assignor represents and warrants that Assignor is the owner of those certain trademark applications and registrations before the United States Patent and Trademark Office (“USPTO”) for the trademarks listed below (hereinafter, the “Marks”) and all trademarks, service marks, marks of origin, insignia, slogans, emblems, symbols and other identifying characteristics, whether or not registered in any jurisdiction, if any, bearing the Marks, which are owned or claimed to be owned by Assignor worldwide:

| Serial Number | Reg. Number | Word Mark |
|---------------|-------------|-------------------------|
| 87143646 | | ONE BEAT AT A TIME |
| 86305281 | 4800798 | TURN I WISH INTO I WILL |
| 85888228 | 4472555 | STARCYLE |

WHEREAS, Assignor represents and warrants to Assignee that with respect to the pending trademark application for ONE BEAT AT A TIME, that Assignor has a *bona fide* intent to use the Mark in commerce in connection with all services recited in the application for said mark, and did so at the time Assignor filed the trademark application for said mark with the USPTO, and that Assignor’s rights in and to the Marks and all intellectual property associated therewith, have never been abandoned; and

WHEREAS, Assignee is desirous of acquiring the Marks and accompanying goodwill.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns to Assignee as the successor to the business of Assignor, or portion thereof, to which the Marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060, all of Assignor’s rights, title and interest including without limitation all intellectual property rights and moral rights in and to the Marks and the goodwill therein and thereto. The foregoing assignment of rights shall include, specifically, the right to bring, make, oppose, defend, and appeal proceedings, claims or actions and to obtain legal or equitable relief for any cause of action arising from ownership of the Marks whether occurring before, on, or after the Effective Date of this Agreement.

DOWN GIRLS UP, LLC

STARCYLE FRANCHISE, LLC

By: Erin Moone

By: Erin Moone

Erin Moone

Erin Moone