

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jeff Pollack		07/02/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	maceoo		
Street Address:	600 F Street		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85161525	STITCHED	
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>			
Phone:	6197347349		
Email:	NickReidLaw@gmail.com		
Correspondent Name:	Patrick Nicholas Reid		
Address Line 1:	750 B Street, Suite 3300		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Patrick Nicholas Reid		
SIGNATURE:	/Patrick Nicholas Reid/		
DATE SIGNED:	07/25/2017		
Total Attachments: 4			
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OP \$40.00 85161525

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**


WHEREAS, Jeff Pollack of 7061 N. Kedzie Chicago, IL 60645 ("Assignor") owns all the right, title and interest in and to the federal trademark registrations of the U.S. trademark "Stitched", U.S. Serial number 85161525 and U.S. Registration Number 4088869 ("Mark"); and

WHEREAS, Maceoo, LLC, a company organized and existing under the laws of the State of California and having it principal place of business at 600 F Street San Diego, CA 92101 ("Assignee"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Jeff Pollack

DocuSigned by:

CC9BA73F5D9E4DB .

By: _____

7/2/2017

Date: _____

Maceoo, LLC

By: 
Mehdi Raad, Managing Member

Date: 7/2/2017

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered is made and entered into effective as of May 30, 2017, ("Effective Date") by and between Maceoo, LLC of 600 F Street San Diego, CA 92101, the "Assignee", and Jeff Pollack of 7061 N. Kedzie Chicago, IL 60645 the "Assignor". Licensee and Licensors may be referred to individually as "Party" or collectively as "Parties".

WHEREAS, Assignor owns the entire right, title and interest in and to U.S. trademark "Stitched", U.S. Serial number 85161525 and U.S. Registration Number 4088869 ("Mark"), registered with the United States Trademark Office.

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, U.S. Registration Number 4088869, together with the goodwill symbolized by the trademark.
2. Assignor represents and warrants that:
 - a. Assignor owns the entire right, title and interest in and to the Mark;
 - b. All registrations for the Mark are currently valid and subsisting and in full force and effect;
 - c. Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Mark to any other person or entity;
 - d. There are no liens or security interests against the Mark;
 - e. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - f. Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement.
3. Assignor shall execute and deliver to Assignee on the Effective Date the Trademark Assignment. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable


cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. Assignee will pay Assignor with ten thousand dollars (\$10,000) worth of Maceoo clothing, to be delivered upon the request of Assignor and to be completed by 2025.
5. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.
6. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms of the License Agreement.
7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.
8. Miscellaneous.
 - a. This Agreement and the Trademark Assignment constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
 - b. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.
 - c. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of California, County of San Diego. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
 - d. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
 - e. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Jeff Pollack

DocuSigned by:

By: OC9BA73F5D9E4DB..

Maceoo, LLC


By: _____
Mehdi Raad, Managing Member

