

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM441449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oktagon Performance Wear		08/30/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	James Lorber		
Street Address:	3714 Kinney Pl		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90065		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86932245	OCTA-KUT	
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:	310-864-0485		
Email:	jim.Lorber30@me.com		
Correspondent Name:	Lorber, James		
Address Line 1:	3714 Kinney Pl		
Address Line 4:	Los Angeles, CALIFORNIA 90065		
NAME OF SUBMITTER:	James Lorber		
SIGNATURE:	/James Lorber/		
DATE SIGNED:	08/31/2017		
Total Attachments: 7			
source=523120610_contract#page1.tif			
source=523120610_contract#page2.tif			
source=523120610_contract#page3.tif			
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source=523120610_contract#page6.tif			

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TRADEMARK ASSIGNMENT

This trademark assignment is between OKTAGON PERFORMANCE WEAR, a Corporation (the "Assignor") and JAMES LORBER, an individual (the "Assignee").

The Assignor is the owner of certain intellectual property rights, including the trademarks listed on **Schedule 1**, and all goodwill of any business connected to or symbolized by those (collectively, the "Trademarks").

The Assignor wishes to sell to the Assignee all of its interest in the Trademarks.

The parties therefore agree as follows:

1. ASSIGNMENT OF TRADEMARKS.

The Assignor hereby sells its entire and exclusive interest in:

- (a) the Trademarks;
- (b) the registrations of and applications for registrations of each Trademark;
- (c) the goodwill of any business connected with or symbolized by each Trademark;
- (d) income, royalties, and damages payable to the Assignor and related to the Trademarks, including payments for past or future infringements or misappropriations of the Trademarks; and
- (e) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.

2. PAYMENT.

- (a) **Consideration.** As consideration for the assignment of the Trademarks and the Assignor's representations, the Assignee shall pay the Assignor \$0, to be paid within 0 days of the effective date of this assignment.
- (b) **No Early Assignment.** The Assignee may not assign or otherwise encumber [his][her][its] interest in the Trademarks or any associated trademark registrations until [he][she][it] has made the payment in subsection (a) to the Assignor. Any assignment or encumbrance contrary to this provision shall be void.

3. ASSIGNOR'S REPRESENTATIONS.

The Assignor hereby represents to the Assignee that it:

- (a) is the sole owner of all interest in the Trademarks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered, or agreed to do any of these, any Trademarks;
- (c) has full power and authority to enter into this assignment and make the assignment in section 1;
- (d) is not aware of any violation, infringement, or misappropriation, or claim of any of these, of any third party's rights by the Trademarks;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this assignment;
- (f) was not acting within the scope of employment of a third party when conceiving, creating, or otherwise performing any activity related to, the Trademarks.

The Assignor shall immediately notify the Assignee if any facts or circumstances arise that would make any of these representations inaccurate.

4. ADDITIONAL DOCUMENTS.

On request, the Assignor shall:

- (a) provide the Assignee with a complete copy of all documentation (in any format) relating to the Trademarks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert his rights as granted under this assignment; and
- (b) execute and deliver to the Assignee any additional papers, including any separate assignments of the Trademarks, and perform all lawful acts necessary to record the assignment in the United States [and throughout the world].

5. INDEMNIFICATION.

The Assignor shall indemnify the Assignee from:

- (a) any third-party claim that a Trademark or its use, assignment, sale, or reproduction infringes or misappropriates a trademark, trade secret, or other intellectual property;
- (b) any third-party claim that this assignment conflicts with or breaches any agreement, encumbrance, or other obligation to which the Assignor is a party or of which [he][she][it] has knowledge;

- (c) any claim relating to any past, present, or future use, licensing, distribution, marketing, disclosure, or commercialization of a Trademarks by the Assignor; and
- (d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to (a), (b), or (c) above.

6. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the state of California govern this assignment (without giving effect to its conflicts of law principles).
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Los Angeles, California.
- (c) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this assignment, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

7. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this assignment in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This assignment, agreements ancillary to this assignment, and related documents entered into in connection with this assignment are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

8. SEVERABILITY.

If any one or more of the provisions contained in this assignment is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this assignment, but this assignment will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this assignment to be unreasonable.

9. NOTICES.

- (a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this assignment shall give that notice in writing and use one of the following types of

delivery, each of which is a writing for purposes of this assignment: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

- (b) **Addresses.** A party shall address notices under this section 9 to a party at the following addresses:

If to the Assignor:
JAMES LORBER/PRESIDENT-OWNER
3714 KINNEY PLACE
LOS ANGELES, CA. 90065
JIM.LOBER30@ME.COM

If to the Assignee:
JAMES LORBER
3714 KINNEY PLACE
LOS ANGELES, CA. 90065
JIM.LOBER30@ME.COM

- (c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

10. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this assignment will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

11. HEADINGS.

The descriptive headings of the sections and subsections of this assignment are for convenience only, and do not affect this assignment's construction or interpretation.

12. EFFECTIVENESS.

This assignment will become effective when all parties have signed it. The date this assignment is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this assignment.

13. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this

assignment contemplates or to evidence or carry out the intent and purposes of this assignment.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

OKTAGON PERFORMANCE WEAR

Date:

8/30/2017

By:

Name: JAMES LORBER

Title: PRESIDENT-OWNER

Date:

8/30/2017

By:

Name: JAMES LORBER

Schedule 1**LIST OF TRADEMARKS**

Trademark	Registration Number/ Application Number	Date of Filing/ Date of Registration
OCTA-KUT	5134673	01/31/2017