## 900423157 09/29/2017

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM445253

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900422276

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SETH THOMAS		09/20/2017	INDIVIDUAL:

## **RECEIVING PARTY DATA**

Name:	CUBSESSED, LLC	
Street Address:	57 Greenbrier Dr.	
City:	Gilberts	
State/Country:	ILLINOIS	
Postal Code:	60136	
Entity Type:	Limited Liability Company: ILLINOIS	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87412384	IAMCUBSESSED

## **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 630-549-6646

**Email:** ivys@stevenivy.com

Correspondent Name: STEVEN IVY Address Line 1: 2600 OAK ST.

Address Line 2: 1541

Address Line 4: SAINT CHARLES, ILLINOIS 60175

ATTORNEY DOCKET NUMBER:	1708-0075
NAME OF SUBMITTER:	Steven Ivy
SIGNATURE:	/Steven Ivy/
DATE SIGNED:	09/29/2017

**Total Attachments: 2** 

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TRADEMARK REEL: 006164 FRAME: 0899

900423157

OFFICE LOCATIONS:

CHICAGO
OAK BROOK
OAK PARK
SAINT CHARLES
SCHAUMBURG
NAPERVILLE

MAIN OFFICE
1320 TOWER ROAD
SCHAUMBURG, ILLINOIS 60173
MAILING ADDRESS
2600 OAK STREET, SITE 1541
SAINT CHARLES, ILLINOIS 60175
PHONE: (630) 549-6646
EMAIL: INFO@STEVENIVY.COM
WEBSITE: WWW.STEVENIVY.COM

ATTORNEY REGISTRATIONS
STEVEN IVY, ESQ.
SUPREME COURT OF ILLINOIS
6307873
FEDERAL COURT (NORTHERNDI)
6307873
ILLINOIS STATE BAR ASSOCIATION
254618
U.S. PATENT & TRADEMARK OFFICE
70878

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#### TRADEMARK ASSIGNMENT

This Trademark Assignment [the "Assignment"] is made and entered into on September 20, 2017 [the "Effective Date"] by and between Seth Thomas, an individual domiciled at 57 Greenbrier Dr. Gilberts, Illinois 60136 [the "Assignor"], and Cubsessed, LLC, an Illinois business entity, bearing the State Registration Number D06258948, [the "Assignee" collectively, the "Party/Parties"].

WHEREAS, the Assignor is the sole and rightful owner of a Federal Trademark Application Number IMCUBSSESSED S/N No.87412384, filed on April 14, 2017 with the United States Patent and Trademark Office (USPTO) [hereinafter referred to as the "Trademark"]; and

WHEREAS, the Assignee, legally capable of entering into this Agreement, desires to acquire from the Assignor all rights, title and interest to the Trademark, including any current/future improvements thereof; and agrees to undertake the legal responsibility for any/all future affairs and actions impacting the Trademark.

NOW THEREFORE, the Parties hereto agree as follows:

### I. ASSIGNMENT

In consideration of the payment by Assignee to Assignor of the sum of ten dollars (\$10.00), and for other valuable consideration, the receipt of which is hereby acknowledged, the Assignor assigns and transfers to the Assignee, on the Effective Date, the entire and exclusive right, title and interest in the Trademark, for its full term, including any improvements, continuations, divisions, renewals, substitutes or reissues thereof, together with the goodwill of the business, symbolized by the Trademark.

In addition, the Assignor hereby covenants that no assignment, sale, agreement or impediment has been or will ever be made or entered into by the Assignor which would conflict, in any way, shape, or form with this Assignment.

#### II. GENERAL PROVISIONS

NO WAIVER, the waiver or failure of either Party to exercise in any respect any right/provision provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the Party may be entitled.

SERVICEABILITY, if any provision of this Agreement is held to be illegal, invalid, or unenforceable, the Parties agree to comply with the remaining provisions of this Agreement.

SERVICEABILITY, if any provision of this Agreement is held to be illegal, invalid, or unenforceable, the Parties agree to comply with the remaining provisions of this Agreement.

NON-AGENCY, the affiliation between the Parties established by this Agreement shall be limited to that of Assignor and Assignee, excluding creation of agency, partnership or joint venture between the Parties, therefore, firmly declaring that non-agency between the Parties will be fully maintained beyond the Effective Date.

ASSIGNMENT RIGHTS, the Assignee may assign this Agreement in connection with sale, merger, company reorganization, or the transfer of substantially all of the assets of the business to which this Agreement relates.

WARRANTY, the Assignor herby warrants that the title to the Trademark is free and clear of any encumbrances and that Assignor is not aware of any adverse claims thereto in any domestic or foreign jurisdiction.

GOVERNING LAW, this Agreement shall be construed and enforced according to the laws of the State of Illinois and any dispute and/or legal action related/under this Agreement must be brought in this venue and no other.

ENTIRETY OF AGREEMENT, this Agreement constitutes the entire agreement between the Parties pertaining to Trademark being assigned, and supersedes entirely all written and/or oral agreements previously existing between the Parties with respect to any/all provisions of this Agreement.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT effective as of the date set forth above.

Assignor's Signature

**Seth Thomas** 

Assignor's Printed Name

Trademark Owner/ Applicant

Assignor's Title

Subscribed and sworn before me

7.

this C

day of SEPTEN

STEVEN IVY
OFFICIAL SEAL
ary Public, State of Illinois
/ Commission Expires
October 27, 2019

Notary Public Stamp

-

Notary Public Signature

ASSIGNMENT OF FEDERAL TRADEMARK APPLICATION S/N 87412384, FOR MARK: IAMCUBSESSED ASSIGNOR: SETH THOMAS; ASSIGNEE: CUBSESSED AND ILLINOIS LIMITED LIABILITY COMPANY

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