

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flex Watches, Inc.		08/22/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Flex Watches, LLC		
Street Address:	38 E. 29th Street		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86828095	FLEX ATHLETICS	
Registration Number:	4160331	FLEXWATCHES	
Registration Number:	5217995	TIME TO MAKE A DIFFERENCE	
Registration Number:	5217994	TIME TO MAKE A DIFFERENCE	
Registration Number:	4522107	THE LIVING MEMOIR	
Registration Number:	4482875	BUY A WATCH-FEED A CHILD	
Registration Number:	4337452	FLEX	
Registration Number:	4257663	F	
Registration Number:	4257506	FLEX YOUR STYLE FLEX YOUR CAUSE	
Registration Number:	4260991	10 COLORS 10 CHARITIES 10 PERCENT	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<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:	3122698000		
Email:	trademarks@nge.com		
Correspondent Name:	Andrew Fraker, Neal, Gerber & Eisenberg		
Address Line 1:	Two North LaSalle Street		
Address Line 2:	Suite 1700		

CH \$265.00 86828095

Address Line 4: Chicago, ILLINOIS 60602

NAME OF SUBMITTER: Andrew S. Fraker

SIGNATURE: /Andrew S. Fraker/

DATE SIGNED: 10/23/2017

Total Attachments: 5

source=Intellectual Property Assignment Agreement by Flex Watches Inc to Flex Watches, LLC#page1.tif

source=Intellectual Property Assignment Agreement by Flex Watches Inc to Flex Watches, LLC#page2.tif

source=Intellectual Property Assignment Agreement by Flex Watches Inc to Flex Watches, LLC#page3.tif

source=Intellectual Property Assignment Agreement by Flex Watches Inc to Flex Watches, LLC#page4.tif

source=Intellectual Property Assignment Agreement by Flex Watches Inc to Flex Watches, LLC#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of August 22, 2017, is made by Flex Watches, Inc., a California corporation (“Seller”), in favor of Flex Watches, LLC a Delaware limited liability company (“Purchaser”), the purchaser of substantially all of the assets of Seller pursuant to that certain Asset Purchase Agreement between Seller and Purchaser, dated as of August 22 2017 (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Seller has sold, conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, all of Seller's right, title and interest in and to all of Seller's intellectual property (the “Assigned IP”), including but not limited to the following:

(a) all patents and patent applications owned by Seller in any jurisdiction and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “Patents”);

(b) all common-law and registered trademarks and trade dress owned by Seller in any jurisdiction and the goodwill connected with the use of and symbolized thereby, together with all trademark registrations and applications of Seller and all issuances, extensions and renewals thereof (the “Trademarks”), and all portion(s) of the business to which the Trademarks pertain;

(c) all copyrights owned by Seller in any jurisdiction, whether registered or unregistered, together with all copyright registrations, applications for registration and exclusive copyright licenses of Seller and all issuances, extensions and renewals thereof (the “Copyrights”);

(d) all domain names and social media accounts owned by, used by or associated with Seller (the “Domain Names”);

(e) all customer data, business methods, processes, know-how, ideas, techniques, theories, discoveries, formulas, plans, designs, drawings, practices, procedures and other proprietary information, whether or not such information constitutes trade secrets (the “Proprietary Information”);

(f) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action in any jurisdiction, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials of any jurisdiction to record and register this IP Assignment upon request by Purchaser. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon Seller and its successors, legal representatives and assigns, and shall inure to the benefit of Purchaser and its successors, legal representatives and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

FLEX WATCHES, INC., a California corporation

By:  _____

Name: Trevor Jones

Title: CEO

Certificate Of Completion

Envelope Id: B18D8C79086946D0B2BA04F13A2F89E8	Status: Completed
Subject: #26576262v1 - (Flex Watches Intellectual Property Assignment Agreement).doc	
Source Envelope:	
Document Pages: 4	Signatures: 1
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 1	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Trevor Jones
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	trevorjones87@gmail.com
	IP Address: 10.102.101.11

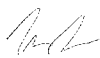
Record Tracking

Status: Original	Holder: Trevor Jones	Location: DocuSign
8/9/2017 2:12:10 PM	trevorjones87@gmail.com	

Signer Events

Trevor Jones
trevorjones87@gmail.com
Flex Watches
Security Level: Email, Account Authentication (None)

Signature



Using IP Address: 23.241.123.98

Timestamp

Sent: 8/9/2017 2:12:11 PM
Viewed: 8/9/2017 2:12:14 PM
Signed: 8/9/2017 2:12:55 PM
Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	8/9/2017 2:12:11 PM
Certified Delivered	Security Checked	8/9/2017 2:12:14 PM
Signing Complete	Security Checked	8/9/2017 2:12:55 PM
Completed	Security Checked	8/9/2017 2:12:55 PM

Payment Events

Status

Timestamps