

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/10/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELAVEL CORP		01/10/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	BANG CLOTHES, CORP		
Trading As:	BANG!		
Street Address:	425 NE 22nd Street, #2610		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33137		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5112862	BANG!	
CORRESPONDENCE DATA			
Fax Number:	3105569642		
<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:	3105569641		
Email:	lcervantes@spotoralaw.com		
Correspondent Name:	LISA A. CERVANTES		
Address Line 1:	1801 Century Park East, 24th floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Lisa A. Cervantes, Esq.		
SIGNATURE:	/Lisa A. Cervantes/		
DATE SIGNED:	01/11/2018		
Total Attachments: 3			
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source=01.10.18.TM.ASSIGNMENT.wordmark.BANG!Registered.Class41#page2.tif			
source=01.10.18.TM.ASSIGNMENT.wordmark.BANG!Registered.Class41#page3.tif			

OP \$40.00 5112862

TRADEMARK ASSIGNMENT

This trademark assignment ("Assignment") is entered into as of January 10, 2018 ("Effective Date") by and between DELAVEL CORP, a Florida corporation ("Assignor"), and BANG CLOTHES, CORP a Florida corporation ("Assignee"). Assignor and Assignee may hereinafter be individually referred to as a "Party" and/or collectively as the "Parties".

RECITALS

WHEREAS, Assignor is the federally registered holder and owner of all right, title, and interest in and to that certain intellectual property consisting of the word mark "BANG!" The mark, as described, bears Registration No. 5112862 in the United States Patent & Trademark Office (USPTO) [identified also with] (collectively, the "Trademark"), together with the goodwill in the business that relates to the goods and/or services identified in the Trademark registration; and

WHEREAS, Assignee wishes to acquire the entire right, title, and interest in and to the Trademark, in perpetuity.

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties agree as follows:

Assignor hereby irrevocably assigns, transfers and conveys to Assignee, and Assignee hereby accepts such assignment, transfer and conveyance of Assignor's entire right, title, and interest in and to the Trademark, in perpetuity, including, but not limited to (1) any and all registered rights with respect to the Trademark, renewals and extensions thereof; (2) any and all rights relative to any and all derivative marks; (3) any and all goodwill of the business as it relates to the product(s) and/or services identified in the Trademark; (4) any and all income, royalties, damages, and/or other consideration hereafter due or payable to Assignor with respect to the Trademark and/or any and all other rights associated to the Trademark, including without limitation, damages, and payments for past or future infringements and/or misappropriations of the Trademark.

Assignor further covenants that it will take any and all action/s that may become necessary for securing, completing, or vesting in the Assignee full right, title, and interest in and to the Trademark and its related property.

Assignor additionally represents and warrants the following to Assignee:

- (a) Assignor has the right, power and authority to enter into this Assignment;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in and to the Trademark;
- (c) All registrations for the Trademark are currently valid and subsisting and in full force and effect;
- (d) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (e) The Trademark does not infringe the rights of any person or entity;
- (f) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (g) This Assignment is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(h) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

(i) Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Articles of Organization or Operating Agreement(s).

Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

After the Effective Date, Assignor agrees to make no further use of the Trademark 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 Trademark.

Assignor hereby authorizes the Commissioner of Trademarks of the United States and any other empowered officials of the United States Patent and Trademark Office as well as any and all applicable jurisdictions outside the United States to record the transfer of the registration to Assignee.

This Assignment may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or other electronic transmission and such transmission shall be deemed delivery of an originally executed document.

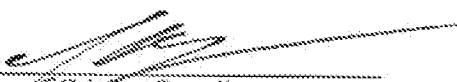
All of the foregoing rights, title and interest in and to the Trademark shall be held and enjoyed by Assignee, for Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns, licensees and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date written above.

DELAVEL CORP, a Florida corporation
ASSIGNOR

BANG CLOTHES, CORP a Florida corporation
ASSIGNEE


By: Cristian Cravello
Its: Director


By: Dumerki De La Cruz
Its: Director

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT


WHEREAS, DELAVEL CORP, a Florida corporation duly organized and existing under the laws of the State of Florida having its principal place of business at 425 NE 22nd Street, #1510, Miami, FL 33137 ("Assignor") owns all the right, title and interest in and to the federal trademark registration application of the mark identified as the word mark "BANG!" The mark, as described, bears Registration No. 5112862 in the United States Patent & Trademark Office (USPTO (the "Trademark") and all foreign registrations everywhere in the world; and

WHEREAS, BANG CLOTHES, CORP a Florida corporation duly organized and existing under the laws of the State of Florida and having its principal place of business at 425 NE 22nd Street, #2610, Miami, FL 33137 ("Assignee"), desires to acquire all right, title and interest in and to the Trademark, 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 Trademark 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 on this 10th day of January 2018.

DELAVEL CORP, a Florida corporation
ASSIGNOR

BANG CLOTHES, CORP a Florida corporation
ASSIGNEE


By: Cristian Cravello
Its: Director


By: Dunierki De La Cruz
Its: Director