

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clement Brown Jr.		12/31/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Three Thirteen Licensing, LLC		
Street Address:	8900 E. Jefferson, Suite 628		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48214		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3878954	THREE THIRTEEN	
Registration Number:	4125887	GIVE GOD THE PRAISE	
Registration Number:	4488711	GGTP	
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:	8106105640		
Email:	jeff@musicrightslaw.com		
Correspondent Name:	Jeffrey P. Thennisch		
Address Line 1:	7111 Dixie Highway #210		
Address Line 4:	Clarkston, MICHIGAN 48346		
NAME OF SUBMITTER:	Jeffrey P. Thennisch		
SIGNATURE:	/Jeffrey P. Thennisch/		
DATE SIGNED:	01/19/2018		
Total Attachments: 3			
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OP \$90.00 3878954

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 31st day of December, 2017 ("Effective Date"), by and between Clement Brown, Jr., an individual resident of the State of Michigan, having an address at 2642 E. Jefferson in Detroit, Michigan 48214 (hereinafter "ASSIGNOR"), and Three Thirteen Licensing, LLC, a limited liability company formed under the laws of the State of Michigan, having an address at 8900 E. Jefferson, Suite 628 in Detroit, Michigan 48214 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of all right, title, and interest in and to the trademarks and services marks in all nations and jurisdictions set forth, listed, and shown hereto as Exhibit A, including the mark THREE THIRTEEN for wearing apparel and THREE THIRTEEN PRESENTS for event planning and promotion (hereinafter "the Marks"), together with any and all common law trademark rights and the goodwill of the business connected with and symbolized by the Marks;

WHEREAS, ASSIGNOR wishes to assign, and ASSIGNEE wishes to acquire, all right, title and interest that ASSIGNOR may possess in and to the Marks.

NOW THEREFORE, in view of the mutual covenants exchanged herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree that:

1. ASSIGNMENT

In exchange for good and valuable consideration of One Dollar (\$1.00), as may be required in some legal jurisdictions to recognize this document, ASSIGNOR hereby conveys, sells, assigns and transfers to ASSIGNEE all right, title and interest, in the United States and throughout the World, owned or otherwise held by ASSIGNOR in and to the Marks identified and shown in the attached Exhibit A (the "Marks"), and the goodwill of the business connected with and symbolized by the Marks, along with all rights to maintain, obtain, enforce and/or register the Marks in the name of the ASSIGNEE, together with all rights to sue for current on-going, and/or past infringements.

2. EXPENSES AND MAINTENANCE

ASSIGNEE shall bear the burden and expense of any recordation of this Assignment and other documents evidencing this transaction. Specifically, ASSIGNEE shall prepare, file, and submit any required documents and payments for this Assignment before the U.S. Patent & Trademark Office (PTO) as well as any applicable foreign nations and jurisdictions required to reflect the ASSIGNEE as the named owner and/or new registrant of the Marks.

3. REPRESENTATIONS AND WARRANTIES

ASSIGNOR represents and warrants to ASSIGNEE that: (i) ASSIGNOR'S rights are free and clear of all liens, security interests, pledges, restrictions, and encumbrances of any kind; (ii) ASSIGNOR has full power and authority to execute and deliver this Agreement and to assign these rights and filings to ASSIGNEE; and (iii) this Agreement constitutes a valid and legally binding obligation of ASSIGNOR, enforceable in accordance with its terms. Without limiting the generality of the foregoing, ASSIGNOR and ASSIGNEE each hereby agree to execute or join with the other party in other actions reasonably requested by the other party in order to accomplish the aforesaid Assignment, including without limitation notifying and cooperating with the other party in confirming to any third parties the existence and effectiveness of the foregoing assignments.

4. MODIFICATIONS

This Assignment may be changed only by written amendment signed by both parties.

5. SUCCESSORS AND ASSIGNS

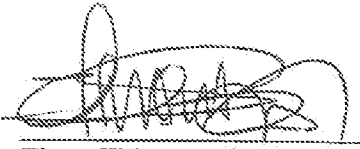
This Assignment shall inure to and be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date written below.

December 31, 2017


Clement Brown, Jr. (ASSIGNOR)

December 31, 2017


Three Thirteen Licensing, LLC
(ASSIGNEE)

By: Clement Brown, Jr.

Its: Managing Member

EXHIBIT A

The Following Intellectual Property, Common Law Rights & Goodwill Associated With:

U.S. Reg. No. 3,878,954 for THREE THIRTEEN;

U.S. Reg. No. 4,125,887 for GIVE GOOD THE PRAISE

U.S. Reg. No. 4,488,711 for GGTP; as well as

Any and all common law trademark or service mark rights that ASSIGNOR possesses in THREE THIRTEEN, THREE THIRTEEN PRESENTS, GIVE GOD THE PRAISE, GGTP, DO #S, and KING STAT in all font styles and lower/upper case variants which ASSIGNOR states were first used and adopted by him in the United States