

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM470943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HVRD Apparel Inc		04/11/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	President and Fellows of Harvard College		
Street Address:	1350 Massachusetts Avenue, Suite 738		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02138		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87415462	HVRD	
CORRESPONDENCE DATA			
Fax Number:	6174430004		
<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:	6174439292		
Email:	trademarks@sunsteinlaw.com		
Correspondent Name:	Steven A. Abreu		
Address Line 1:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2465/5018		
NAME OF SUBMITTER:	Steven A. Abreu		
SIGNATURE:	/Steven Abreu/		
DATE SIGNED:	04/23/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment is by and between:

- **President and Fellows of Harvard College**, a corporation duly formed and validly existing under the laws of the State of Massachusetts, with headquarters located at 1350 Massachusetts Avenue, Suite 738, Cambridge, MA 02138, United States of America ("Assignee"), and
- **HVRD Apparel Inc.**, a corporation duly formed and validly existing under the laws of the State of Texas, with a principal place of business located at 2838 MacQuarie street, Trophy Club, Texas, 76262 United States of America ("Assignor"), together referred to as the "Parties" and individually as "Party,"

and is effective as of the latest signature date below (the "Effective Date").

1. Background. Assignor and Assignee have entered in that certain Settlement and Release Agreement of even date herewith (the "Settlement Agreement"), whereby Assignor has agreed to assign the trademarks set forth in Schedule A attached hereto (the "Trademarks"), together with the goodwill associated with the Trademarks to Assignee for due consideration.. Pursuant to the terms and obligations of the Settlement Agreement, Assignee wishes to acquire any and all of Assignor's rights to the Trademarks set forth on Schedule A attached hereto, together with the goodwill associated with the Trademarks. Assignor wishes to assign the Trademarks and Assignee wishes to accept such assignment on the terms and conditions set forth in this Assignment and the Settlement Agreement.

2. Grant. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in and to the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill associated solely with the Trademarks.

3. Further Acts / Recordal. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to record the Assignment, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. Should Assignor fail to take such steps or execute such documents within thirty (30) days of receipt of a written request to do so from the Assignee, Assignor authorizes Assignee to take such steps and execute such documents in Assignor's name and on behalf of Assignor and Assignor hereby irrevocably appoints Assignee as its power of attorney for same. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademarks and to request the trademark offices to issue to the Assignee any and all documents covering the Trademarks.

4. Warranty. Assignor warrants, covenants, and represents that to the best of its knowledge and belief, it has not granted any license, right or privilege or in any other way encumbered the Trademarks, and that it has the full right to make this assignment, free of all licenses and encumbrances.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the Effective Date.

[Signatures follow on next page]

HVRD Apparel Inc.

By: ^{DocuSigned by:} Tyler Dunn

Date: 4/10/2018, 2018

Name: Tyler Dunn

Title: President

DECLARATION OF ACCEPTANCE BY ASSIGNEE

The above-named Assignee, President and Fellows of Harvard College, hereby declares that with effect from the day written below, it accepts the trademarks including all goodwill of the business symbolized by such trademarks including all rights to recover past, present and future damages for infringement, assigned to it by Assignor pursuant to the foregoing Assignment.

President and Fellows of Harvard College

By: Enrique Calixto

Date: 4/11/2018 2018

Name: ENRIQUE CALIXTO

Title: EXECUTIVE DIRECTOR

HARVARD TRADEMARK PROGRAM

SCHEDULE A

The Trademarks being assigned include all formatives of the marks listed below, namely, all marks comprised of or containing any of the marks listed below, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower-case letters:

Mark	Jurisdiction	Application No.
HVRD	U.S.A.	87/415462
HVRD APPAREL	U.S.A.	NOT APPLICABLE

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