OP \$40.00 85595314

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM482377

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Andrea Polk		07/08/2018	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Solo Noir LLC	
Street Address:	P.O. Box 43463	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60643	
Entity Type:	Corporation: ILLINOIS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85595314	SOLO NOIR

CORRESPONDENCE DATA

Fax Number: 8882185168

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: 202-277-5071

Email: mterrell@sbclawgroup.com

Correspondent Name: Mariessa Terrell

Address Line 1: 455 Massachusetts Ave., NW Address Line 4: Washington, D.C. 20001

NAME OF SUBMITTER:	Andrea Polk
SIGNATURE:	/Andrea Polk/
DATE SIGNED:	07/18/2018

Total Attachments: 2

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TRADEMARK REEL: 006389 FRAME: 0584

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "<u>Assignment</u>") is by and between Andrea Polk, an individual ("Assignor"), and Solo Noir LLC a Limited Liability Corporation organized under the laws of Illinois ("<u>Assignee</u>"), effective as of July 8, 2018 (the "<u>Effective Date</u>").

WHEREAS, Assignor wishes to assign to Assignee its rights in and to the trademark applications, trademark registrations, and common law trademarks listed below:

SOLO NOIR, U.S. App. Ser. No. 85/595,314, filed April 11, 2012 (Registration No. 42,96,517 registered on February 26, 2013)

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the trademark applications, trademark registrations, and common law trademarks listed above, together with the goodwill of the business connected with the use thereof and symbolized thereby, the rights of renewal thereof, all common law rights related thereto, and any rights of Assignor to sue for and recover any profits, penalties, expenses and other damages arising out of or related to any past, present, and/or future infringement, dilutions, or violations thereof (collectively, the "Trademarks").
- 2. The right, title, and interest in and to each of the Trademarks are to be held and enjoyed by Assignee as of the Effective Date as fully and exclusively as they would have been held and enjoyed by Assignor had this assignment not been made.
- 3. This Assignment has been executed and delivered for the purpose of recording this Assignment with the United States Patent and Trademark Office or any other applicable office. Assignee shall be responsible for any filings, fees or other expenses required to record, perfect, validate, or effectuate this Assignment.
- 4. Assignor shall promptly sign, execute, and deliver any documents provided by Assignee and take all further action that may be reasonably required for recording this Assignment in any applicable office.
- 5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.
- 6. This Assignment shall be governed by and construed in accordance with the laws of the Maryland, without reference to any choice-of-law or conflicts of law principles that would result in the application of the laws of a different jurisdiction.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the Effective Date.

Andrea Polk, Individual

Assignor

Andrea Polk, President/Owner

Solo Noir LLC

Assignee

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RECORDED: 07/19/2018

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