

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486853

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/24/2017
RESUBMIT DOCUMENT ID:	900458818

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spirit and Groove, LLC		10/24/2017	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	Hot Sauce Records LLC
Street Address:	108A N Main Street
City:	Lawrenceburg
State/Country:	KENTUCKY
Postal Code:	40342
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87122036	GOT GROOVE?

CORRESPONDENCE DATA

Fax Number:

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: 5028593745
Email: jcubert@gmail.com
Correspondent Name: Jason Cubert
Address Line 1: 108A N Main Street
Address Line 4: Lawrenceburg, KENTUCKY 40342

NAME OF SUBMITTER:	Jason A. Cubert
SIGNATURE:	/s/ Jason A. Cubert
DATE SIGNED:	08/21/2018

Total Attachments: 6

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TRADEMARK SETTLEMENT AGREEMENT

THIS TRADEMARK SETTLEMENT AGREEMENT (this "Agreement"), dated October 24, 2017, is made and entered into by and among Spirit and Groove, LLC an Arizona Limited Liability Corporation on behalf of itself, by and through its partner Jeremy Larochelle ("Spirit"), on the one hand, and Hot Sauce Records, LLC a California Limited Liability Corporation by and through its member/manager, Jessica Kurin, ("HSR"), on the other hand.

WITNESSETH:

WHEREAS, Spirit owns all right, title and interest in and to the Mark (as such term is defined herein);

WHEREAS, HSR filed U.S. Cancellation No. 92066215;

WHEREAS, Spirit desires to sell and assign to HSR and HSR wishes to purchase and obtain Spirit's entire right, title and interest in and to the Mark;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. Spirit's Mark. Spirit agrees to assign all of its right, title and interest in the trademark identified and set forth in Schedule A attached hereto and incorporated herewith (collectively, the "Mark"), to HSR. Spirit acknowledges that, following such assignment, HSR shall be the owner of all right, title and interest in and to the Mark shall be assignable with the good will of the business in which the mark is used, or with that part of the good will of the business connected with the use of and symbolized by the mark. HSR will record the assignment as it deems necessary and at its sole expense. Spirit will take all additional steps and execute additional documents as reasonably requested by HSR to perfect this assignment and/or register this assignment with the USPTO and any such other federal, state, and local regulatory agencies and authorities.

- 1.1 Spirit acknowledges that the Mark includes, without limitation, all rights to use, modify and exploit the Mark; the right to exclude others from using any and all of the Mark; the right to license, assign, convey, and pledge the Mark to others; the right to sue others and to collect damages for past, present and future infringements of the Mark; the right to create derivatives of the Mark and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect rights in the Mark.

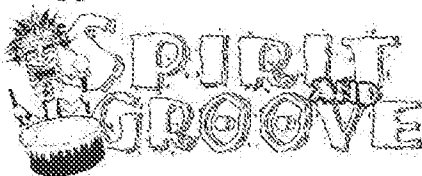
- 1.2 Spirit acknowledges that Spirit is the owner of all right, title and interest in and to the Mark set forth in Schedule A and that such Mark is free and clear of any security interest or other lien or encumbrance of any kind.

- 1.3 Spirit represents, warrants and covenants that the transfer by Spirit to HSR as contemplated hereby shall transfer to HSR good and marketable title to the Mark.
- 1.4 Spirit acknowledges that the assignment of the Mark to HSR shall not result in the breach of any agreement to which Spirit is a party, nor will such assignment result in the breach of any federal or state law and that no consent is required in connection with the transfer contemplated by this Agreement. Spirit shall not at any time do, or knowingly permit to be done, any act or thing that would impair the rights of HSR in and to the Mark or adversely affect the validity of the Mark.

2. Consideration. The consideration payable by HSR for the assignment of the Mark shall be in an amount equal to \$5,000 (the "Purchase Price") payable in U.S. dollars upon the execution of this Agreement. Execution and payment shall occur on or prior to October 25, 2017. HSR shall also pay for any such expenses related to the transfer and registration of the Marks and shall compensate Spirit for any such legal expenses up to \$500 maximum in addition to the \$5,000 referred to above, payable to Spirit on or prior to October 25, 2017.

3. Current legal action. Spirit and HSR acknowledge that U.S. Cancellation No. 92066215 was filed by HSR with the USPTO on May 26, 2017. Further, each acknowledges that this Agreement is executed in compromise and settlement of said action and of any and all disputed legal claims contained therein. The execution of this Agreement shall not constitute nor be deemed to constitute an admission by any party that its position taken in such action was or is incorrect. The consideration in this Agreement is accepted by each of the parties hereto in full accord and satisfaction of disputed claims. As such, HSR agrees to fully dismiss U.S. Cancellation No. 92066215 upon execution of this agreement. Spirit agrees to begin phasing out use of the Mark on its website, marketing materials and social media accounts upon execution of this agreement. Spirit shall have until ninety (90) days after the execution of this agreement to completely phase out its use of the Mark. HSR acknowledges and agrees that Spirit is only able to control and phase out its own use of the Mark, and is not responsible for controlling or policing use of the Mark or marks similar to the Mark by third-parties.

4. Spirit's other registrations and application. Spirit is the owner of the trademark registrations and application listed below:



- Mark:

- Reg. No. 5156146
Class 25: Hats; Sweatshirts; T-shirts
- Mark: GROOVE STRIPES
Reg. No. 5281277
Class 25: Shirts
- Mark: GROOVE POWER
App. No. 87486997
Class 25: T-shirts

HSR acknowledges the above registrations and application. HSR consents to Spirit's continued use, application and/or registrations of the marks discussed in this Section 4. HSR agrees not to oppose, seek to cancel or object to, or direct any other party to oppose, seek to cancel, or object to the use, application and/or the registration of any of the marks discussed in this Section 4.

5. Notices. All notices, consents or other communications related to this Agreement or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the following mailing addresses:

Spirit: Spirit & Groove, LLC
c/o Samantha Markley Esq., Counsel
Loza & Loz, LLP
305 North Second Avenue #127
Upland, CA 91786

HSR: Hot Sauce Records, LLC
c/o Jason A. Cubert, Esq., Counsel
108A North Main Street
Lawrenceburg, KY 40342

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of sending.

6. Spirit's Release. In exchange for Spirit's full performance *supra*, HSR, on behalf of itself and its current and former parents, subsidiaries, affiliates, partners, shareholders, employees, officers, designers, directors, members, participants, insureds, investors, trustees, licensors, licensees, agents, representatives, predecessors, heirs, successors, attorneys, assigns and any other persons or entities who may claim through it or them, if any, hereby covenants not to sue or initiate any legal proceedings against, and generally

fully and finally releases and forever discharges Spirit and its current or former parents, subsidiaries, affiliates, partners, shareholders, employees, officers, designers, directors, members, participants, investors, trustees, licensors, licensees, agents, representatives, predecessors, heirs, successors, insurers, reinsurers, attorneys, and assigns, if any, from any and all claims and causes of action, actions, suits, arbitrations, proceedings, defenses, affirmative defenses, obligations, liabilities, demands, damages, losses, costs, attorneys' fees or expenses of any nature whatsoever, based on the facts presently known to HSR at the time of execution of the within Agreement.

7. HSR's Release. In exchange for HSR's full performance *supra*, Spirit, on behalf of itself and its current and former parents, subsidiaries, affiliates, partners, shareholders, employees, officers, designers, directors, members, participants, insureds, investors, trustees, licensors, licensees, agents, representatives, predecessors, heirs, successors, attorneys, assigns and any other persons or entities who may claim through it or them, if any, hereby covenants not to sue or initiate any legal proceedings against, and generally fully and finally releases and forever discharges HSR and its current or former parents, subsidiaries, affiliates, partners, shareholders, employees, officers, designers, directors, members, participants, investors, trustees, licensors, licensees, agents, representatives, predecessors, heirs, successors, insurers, reinsurers, attorneys, and assigns, if any, from any and all claims and causes of action, actions, suits, arbitrations, proceedings, defenses, affirmative defenses, obligations, liabilities, demands, damages, losses, costs, attorneys' fees or expenses of any nature whatsoever, based on the facts presently known to Spirit at the time of execution of the within Agreement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any of the conflicts of law principles that would result in the application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.

9. Modification of Agreement and Waiver. This Agreement may not be amended except by a writing executed by the parties hereto.

10. Entire Agreement. This Agreement represents the entire agreement of the parties relating to the matters described in this Agreement, and no prior representations or agreements, whether written or oral, shall be binding on any party unless incorporated into this Agreement or agreed to by the party in a writing signed by the party on or after the date of this Agreement.

11. Confidentiality. The Parties, on behalf of themselves and their agents, attorneys, accountants, advisors and representatives, agree to keep all matters relating to the fact and terms of this Agreement, strictly confidential and shall not disclose them to any other person or entity, except as may be required (i) in responding to a duly authorized

subpoena or order of a court of competent jurisdiction, (ii) by any regulatory agency or self-regulatory organization having jurisdiction over the Spirit or HSR from which information is sought, (iii) to comply with any applicable law or regulation or (iv) to enforce rights under this Agreement. In no event shall either Spirit or HSR use or offer this Agreement or the terms thereof as evidence of any kind in any legal proceeding, except as necessary to enforce the terms of this Agreement. This Confidentiality Section shall continue indefinitely.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

SPIRIT AND GROOVE, LLC

Jeremy
Larochelle

Digitally signed by Jeremy Larochelle
DN: cn=Jeremy Larochelle, o, ou,
email=jeremy@jeremylarochelle.com,
c=US
Date: 2017.10.24 12:56:34 -0700'

By: Jeremy Larochelle

Title: Partner

HOT SAUCE RECORDS, LLC

By: Jessica Kunin

Title: Member/Manager

SCHEDULE A

Word Mark GOT GROOVE?

Goods and Services IC 025. US 002 039. G & S: Short sleeved or long sleeved t-shirts. FIRST USE: 20160726. FIRST USE IN COMMERCE: 20160726

Standard Characters Claimed

Mark (4) STANDARD CHARACTER MARK
Drawing
Code

Serial Number 87122036

Filing Date July 30, 2016

Current Filing Basis 1A

Original Filing Basis 1A

Owner (REGISTRANT) Spirit and Groove, LLC LIMITED LIABILITY COMPANY
ARIZONA 1278 N. 85th Pl. Scottsdale ARIZONA 85257

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE