

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomas Anelli		05/01/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Anelli Holdings, LLC		
Street Address:	5586 Lake Roada		
City:	Tully		
State/Country:	NEW YORK		
Postal Code:	13159		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4722120	THE DWI GUY	
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:	3154894916		
Email:	katie@kmcseq.com		
Correspondent Name:	KATHLEEN CENTOLELLA		
Address Line 1:	6999 Tiffany Circle		
Address Line 4:	Fayetteville, NEW YORK 13066		
NAME OF SUBMITTER:	Kathleen Centolella		
SIGNATURE:	/Kathleen Centolella/		
DATE SIGNED:	08/30/2018		
Total Attachments: 3			
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OP \$40.00 4722120

TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of May 1, 2017, by and between Thomas Anelli, an individual, having an address at 8236 Salt Springs Road, Manlius, New York ("Assignor") and Anelli Holdings, LLC, a New York limited liability company, having a place of business at 269 West Jefferson Street, Syracuse, New York 13202 ("Assignee").

A. Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the trademark "THE DWI GUY"(R), and U.S. Registration No. 4722120, and all other rights appurtenant thereto, including but not limited to all common law rights, trade name rights, domain name rights, causes of action and the right to recover for past infringement (the "Trademark").

B. Assignor has acquired goodwill in the portion of the business associated with and symbolized by the Trademark and has not abandoned same.

C. In connection with that certain Membership Interest Liquidation Agreement dated as of April 1, 2017, Assignor desires to assign to Assignee all rights, title and interest in and to the Trademark owned by Assignor.

THEREFORE, Assignor and Assignee hereby agree as follows:

(1) Assignor hereby conveys, sells, transfers and assigns to Assignee and to Assignee's successors, assigns and legal representatives, all of Assignor's rights, titles and interests throughout the world in and to (a) the name and mark " THE DWI GUY," (b) United States Trademark Registration 4722120, (c) all the goodwill of that portion of Assignor's business and/or businesses symbolized by the Trademark, together with (i) all income and royalties hereafter due or payable to Assignor with respect to the Trademark, (ii) all damages and payments for past or future infringements and misappropriations of the Trademark, and (iii) all rights to sue for past, present and future infringements or misappropriations of the Trademark, all for Assignee's own use and enjoyment (including without limitation the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Trademark, and including any priority right that may have arisen from Assignor's use of the Trademark and/or prior ownership of the Registration).

(2) Assignor warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that Assignor has full right to convey the entire rights, titles and interests herein assigned by Assignor to Assignee, and that Assignor has not executed, and will not execute, any agreements that are inconsistent herewith.

(3) Assignor represents that Assignor has good, marketable and valid title to the Trademark, free and clear of any mortgage, security interest, lease, pledge, hypothecation, lien or other encumbrance.

(4) Assignor agrees to execute any instruments and perform any acts that may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee, and Assignee's successors, assigns and legal representatives, pursuant to this Assignment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

ANELLI HOLDINGS, LLC

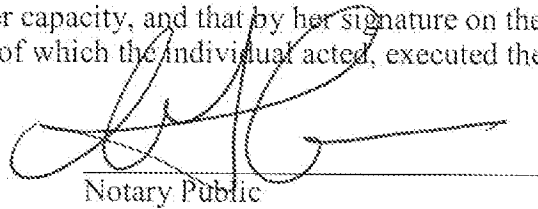

Thomas Anelli

By: Brent Xavier, Manager

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:

On this 13 day of April, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS ANELLI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

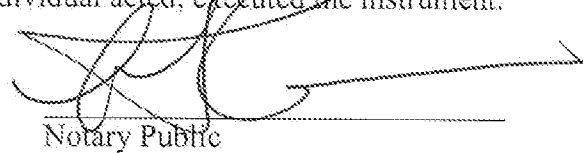
KATHLEEN CENTOLELLA
Notary Public - State of New York
No. 02CE6218869
Qualified in Onondaga
My Comm. Expires March 15, 2018


Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:

On this 13 day of April, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared BRENT XAVIER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

KATHLEEN CENTOLELLA
Notary Public - State of New York
No. 02CE6218869
Qualified in Onondaga
My Comm. Expires March 15, 2018


Notary Public

ANNEX A

Registered Trademark

Mark
THE DWI GUY

Registration Number
4722120

Registration Date
April 21, 2015