# **4 \$40.00 4518**

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM490032

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

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stuck on You Pty Ltd.		09/14/2018	Corporation:

# **RECEIVING PARTY DATA**

Name:	Penny Scallan Holdings Pty Ltd.	
Street Address:	79 Gheringhap Street	
City:	Geelong, Victoria	
State/Country:	AUSTRALIA	
Postal Code:	3220	
Entity Type:	Corporation: AUSTRALIA	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4518527	PENNY SCALLAN DESIGN

# CORRESPONDENCE DATA

**Fax Number:** 5128538801

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: 512-853-8800
Email: dkgpto@intprop.com
Correspondent Name: Dwayne K. Goetzel

Address Line 1: P.O. Box 398

Address Line 4: Austin, TEXAS 78767-0398

#### **DOMESTIC REPRESENTATIVE**

Name: Dwayne K. Goetzel

Address Line 1: P.O. Box 398

Address Line 4: Austin, TEXAS 78767-0398

NAME OF SUBMITTER:	Dwayne K. Goetzel
SIGNATURE:	/Dwayne K. Goetzel/
DATE SIGNED:	09/14/2018

**Total Attachments: 2** 

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TRADEMARK REEL: 006466 FRAME: 0876 source=Assignment#page2.tif

TRADEMARK REEL: 006466 FRAME: 0877

#### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made as of the 14th day of September 2018 (the "Effective Date") by and between Stuck on You Pty Ltd. ("Assignor"), an Australian corporation with an address of P.O. Box 3068, Geelong, Victoria 3220, Australia and Penny Scallan Holdings Pty Ltd., an Australian corporation with an address of 79 Gheringhap Street, Geelong, Victoria 3220, Australia ("Assignee") as follows.

# I. BACKGROUND

- A. Assignor is the owner of the trademark "Penny Scallan Design," U.S. Registration No. 4518527, and any and all trade dress associated therewith ("the Mark"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which, or in conjunction with which, the Mark is used ("the Products/Services"); and,
- B. Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its worldwide right, title, and interest in and to the Mark.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

# II. AGREEMENT

- 2.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's worldwide right, title, and interest in and to the Mark, together with (1) the goodwill of the business relating to the Products/Services in respect upon which the Mark is used, or in conjunction with which the Mark is used, and for which it is registered or for which registration applications have been filed; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including but not limited to damages, payments for past or future infringements, and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.
- 2.2 Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all rights in the trade dress, labels, and designs associated with the Mark.
- 2.3 Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee the full right, title, and interest in the Mark.

TRADEMARK REEL: 006466 FRAME: 0878 IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, as of the Effective Date shown above.

Stuck on You Pty Ltd.

(Assignor):

Signature

Caroline Felton Printed Name

Company Director

Title

Penny Scallan Holdings Pty Ltd.

Clelo

(Assignee):

Signature

Caroline Felton Printed Name

Company Director

Title

TRADEMARK REEL: 006466 FRAME: 0879

**RECORDED: 09/14/2018**