

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hu-Human Element, LLC		12/13/2018	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Walden-Hays, Inc.		
Street Address:	PO Box 1017		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10276		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4393252	HU HUMANELEMENT	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<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:	212 326 0831		
Email:	tlee@pryorcashman.com, jalbrink@pryorcashman.com, tmdocketing@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	c/o Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	10189.00004		
NAME OF SUBMITTER:	Teresa Lee		
SIGNATURE:	/tlee/		
DATE SIGNED:	12/17/2018		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Assignment (this "Assignment") is made and entered into effective as of date of last signature below (the "Effective Date"), by and between Hu-Human Element, LLC, a limited liability company formed in the State of Arizona with an address at 7276 W. Softwind Drive Peoria AZ 85383 (the "Assignor"), and Walden-Hays, Inc., a ~~New York~~ Corporation, with an address of PO Box 1017, New York, NY 10276 ("Assignee"), on the other hand. The parties to this Agreement are individually referred to as a "Party" and/or collectively referred to as the "Parties."

WHEREAS, the Assignor is the registered owner of the word mark HU HUMANELEMENT, *Stylized* (the "Mark") that registered on August 27, 2013 with the United States Patent and Trademark Office (the "USPTO") as set forth under Reg. No. 4,393,252 (the "Registration").

WHEREAS, Assignee wishes to acquire from Assignor any and all of its right, title and interest in, to the Mark and the Registration (collectively, the "Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys and grants to Assignee, its successors, assigns and legal representatives forever, Assignor's entire right, title and interest in and to such Property, all of the foregoing in perpetuity, together with the goodwill associated therewith and that part of the Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Property currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (the "Transferred Rights"), and any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Property or other legal protections pertaining to the Transferred Rights;

AND, Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement, has not conveyed any interest in or right to the Property to any third party;

AND, Assignor hereby further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Property, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Property in said Assignee, its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Property in the United States, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns;

AND, Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Property to any third party. Assignee shall have no restrictions on the Assignee's further assignment of the rights, title and interest in and to the Property and the goodwill and rights appurtenant thereto, to any party it so desires;

AND, Assignor authorizes and requests the USPTO to record Assignee as the owner of the Property and of any and all right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives; and

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows, remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed below by their duly authorized officers as of the Effective Date.

ASSIGNOR

BU-HUMAN ELEMENT, LLC

December 13, 2018

By: 

Name: Bryan Beseler

Title: Principal

ASSIGNEE

WALDEN-HAYS, INC.

By: 

Name: Anthony Yarborough

Title: President

December 13, 2018