

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503774

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
John Schiappa		08/10/2018	INDIVIDUAL: UNITED STATES
Susie Godinho		08/10/2018	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CharityUSA.Com, LLC		
<b>Street Address:</b>	600 University Street		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4168268		
<b>Registration Number:</b>	3473401		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126096921		
<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>			
<b>Phone:</b>	(212) 609-6800		
<b>Email:</b>	jdonoian@mccarter.com		
<b>Correspondent Name:</b>	James Donoian - McCarter & English LLP		
<b>Address Line 1:</b>	825 Eighth Avenue, 31st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	401457-00001		
<b>NAME OF SUBMITTER:</b>	James H. Donoian, Esq.		
<b>SIGNATURE:</b>	/James H. Donoian/		
<b>DATE SIGNED:</b>	12/28/2018		
<b>Total Attachments: 3</b>			
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**ASSIGNMENT OF TRADEMARK**

This Assignment is made as of the 10 day of August, 2018 ("Effective Date"), by and between John Schiappa and Susie Godinho individuals residing at 10173 Camelback Lane, Boca Raton, Fl. 33498 (collectively "Assignor") and CharityUSA.Com, LLC, a Minnesota limited liability company with offices at 600 University Street, Seattle, WA 98101 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks represented by the following trademark registrations below and in the form described in Exhibit A hereto (the "Marks");



U.S. Registration No. 4,168,268 in International Class 025 and U.S. Class(es) 022, and 039.



U.S. Registration No. 3,473,401 in International Class 025 and U.S. Classes 022 and 039.

WHEREAS, Assignor desires to assign and Assignee desires to acquire any and all rights Assignor has in and to the Marks, together with any goodwill of the business in connection with which the Marks are used or may be used and which is symbolized by the Marks, and all associated common law rights of such Assignor in the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Marks and U.S. Trademark Registration Nos. 4,168,268 and 3,473,401 set forth on Exhibit A hereto and made a part hereof, together with all the goodwill of the business with which such Marks are used, and which is symbolized by such Marks, including the right to renew and/or register the Marks anywhere in the world, and any and all associated common law rights, statutory, and other rights of Assignor in such Marks.

Assignor further hereby unconditionally and irrevocably sells, grants, assigns, and conveys to Assignee all of Assignor's rights, claims, and causes of action against any third party for past, present, or future misappropriation or infringement of any rights in or associated with the Mark or the goodwill of the business associated with or symbolized by the Marks, together with the right, but not the obligation, to sue and recover damages, profits and royalties and relief in Assignee's own name, to have and to hold the same for Assignee's own use and benefit and for the benefit of Assignee's successors, assigns, and legal representatives in the United States and throughout the world.

Assignor shall take such actions and shall execute and deliver all such further instruments, documents or other writings, and perform any other reasonable acts that Assignee may reasonably request, that may be necessary or appropriate to carry out and effectuate the provisions of this Assignment and to establish, enforce or defend Assignee's rights in the Marks in the United States.

IN WITNESS WHEREOF, this Assignment has been executed and is effective as of the date first above written.

ASSIGNOR:  
JOHN SCHIAPPA

By: *John Schiappa*  
Name: JOHN SCHIAPPA  
[Type or Print]

Title: \_\_\_\_\_

Date  
Signed: 8/10/18



ASSIGNOR:  
SUSIE GODINHO

By: *Susie Godinho*  
Name: SUSIE GODINHO  
[Type or Print]

Title: \_\_\_\_\_

Date  
Signed: Aug 10, 2018

EXHIBIT A

TRADEMARK	REGISTRATION NO.	GOODS
	4,168,268	Class 025: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Scientific and technological apparel, namely, shirts, pants, jackets, footwear, hats and caps, uniforms; Shirt fronts; Shirts; Sleep shirts; Sport shirts; Sports shirts; Sports shirts with short sleeves; Sweat shirts
	3,473,401	Class 025: Belts; Caps; Dresses; Hats; Headbands; Scarves; Shirts; Shorts; Socks; Sweat pants; T-shirts; Tank tops

*Handwritten signature*  
J.L. 8/10/18