

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/19/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nuzzel, Inc.		01/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Salamanca, Inc.		
Street Address:	105 West 13th, Apt. 7A		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4568822	NUZZEL	
Registration Number:	4404861	NUZZEL	
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:	9167494851		
Email:	sdon@sdonlaw.com		
Correspondent Name:	Stacy E. Don		
Address Line 1:	3007 Douglas Blvd. Suite 100		
Address Line 4:	Roseville, CALIFORNIA 95661		
NAME OF SUBMITTER:	Stacy E. Don		
SIGNATURE:	/Stacy E. Don/		
DATE SIGNED:	01/31/2019		
Total Attachments: 1			
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OP \$65.00 4568822

Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is between Nuzzel, Inc., a Delaware corporation with an address of 665 3rd St., Suite 150 San Francisco, California 94107 and Salamanca, Inc., a Delaware corporation with an address of 105 West 13th Street, Apt. 7A New York, New York 10011 ("Assignee").

WHEREAS, Assignor owns the trademark NUZZEL and registered the NUZZEL trademark in the United States (United States Patent and Trademark Office Registration Nos. 4568822, 4404861) (the "Mark").

WHEREAS, Assignor sold, assigned and transferred to Assignee assets of Assignor, including the Mark and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, Assignor is conveying the Mark to Assignee as part of the transfer of certain assets of a going business.

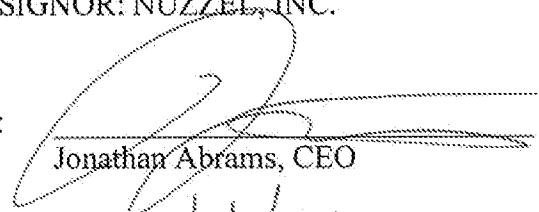
NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Assignor hereby transfers, conveys, and assigns to Assignee the entire right, title and interest in and to the Mark, together with all derivations thereof and including the goodwill of the business symbolized by the Mark and all applications and registrations of the Mark, and the right to assert rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

This Agreement is effective *nunc pro tunc* and applies as of Nov 19, 2018.

ASSIGNOR: NUZZEL, INC.

By:


Jonathan Abrams, CEO

Date:

1/31/2019