

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508482

<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>
Damon Dominique		02/01/2019	INDIVIDUAL: UNITED STATES
Joanna Franco		02/01/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shut Up and Go, LLC		
<b>Street Address:</b>	840 South Hobart Boulevard		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90005		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4920589	SHUT UP AND GO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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) 873-6120		
<b>Email:</b>	stacy@stacygrossmanlaw.com		
<b>Correspondent Name:</b>	Stacy J. Grossman		
<b>Address Line 1:</b>	Law Office of Stacy J. Grossman		
<b>Address Line 2:</b>	888 Seventh Avenue, 10th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10106		
<b>NAME OF SUBMITTER:</b>	Stacy J. Grossman		
<b>SIGNATURE:</b>	/Stacy J. Grossman/		
<b>DATE SIGNED:</b>	02/04/2019		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of this 1 day of February, 2019 by and between Joanna Franco and Damon Dominique, individuals (collectively "Assignor"), and Shut Up and Go, LLC, a company with an address at 840 South Hobart Boulevard, Los Angeles, California 90005 ("Assignee").

**WHEREAS**, Assignor is the owner of the U.S. Trademark Registration No. 4920589, together with the goodwill of the business symbolized thereby (the "Trademark"); and


**WHEREAS**, Assignor has agreed to sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in the Trademark, along with any common law rights related thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademark and any and all goodwill of the business symbolized thereby, including all common law rights and rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
2. **No Warranties.** Assignor makes no warranties, express or implied, with respect to the Trademark.
3. **Further Assurances.** Assignor shall take all further actions, and provide to Assignee all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonable requested by Assignee, at Assignee's cost and expense, to more fully and effectively effectuate the purpose of this Assignment, including, without limitation, with respect to the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world, including the execution and delivery of assignments in recordable form necessary to assign such rights.
4. **Direction to Record.** Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any other applicable countries, to record Assignee as the assignee and owner of the Trademark.

**IN WITNESS WHEREOF**, Assignor and Assignee have each caused this Assignment to be executed as of the date first written above by its duly authorized representative.

Joanna Franco

  
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Joanna Franco (Feb 1, 2019)

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Damon Dominique

  
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DAMON D DOMINIQUE (Feb 1, 2019)

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**Assignors**

Shut Up and Go, LLC

  
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Joanna Franco (Feb 1, 2019)

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By: Joanna Franco

**Assignee**