

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COSMO & FAMILY, LLC		02/21/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	ALCHRIST, INC.		
Street Address:	2511 S. DIXIE HIGHWAY		
City:	WEST PALM BEACH		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5029745	COSMO & COMPANY SALON & SPA	
Registration Number:	4986189	COSMO & COMPANY	
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:	7865812542		
Email:	christopher@dsmiami.com		
Correspondent Name:	Christopher DiSchino		
Address Line 1:	4770 BISCAYNE BLVD		
Address Line 2:	SUITE 1280		
Address Line 4:	MIAMI, FLORIDA 33137		
NAME OF SUBMITTER:	Christopher A. DiSchino		
SIGNATURE:	/Christopher DiSchino/		
DATE SIGNED:	02/22/2019		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is entered into this 21st day of February, 2019 (“Effective Date”) by and between **COSMO & FAMILY, LLC**, a Florida limited liability company, with an address of 2511 S. Dixie Highway, West Palm Beach, Florida 33401 (“Assignor”) and **ALCHRIST, INC.**, a Florida corporation, with an address of 2511 S. Dixie Highway, West Palm Beach, Florida 33401 (“Assignee”) (each a “Party” and collectively, the “Parties”).

R E C I T A L S

WHEREAS, Assignor is the owner of the trademark registrations for “**COSMO & COMPANY SALON & SPA**” [design mark] (Registration No. 5029745) and “**COSMO & COMPANY**” [word mark] (Registration No. 4986189) (collectively referred to herein as the “Trademarks”); and

WHEREAS, Assignor desires to transfer, and Assignee wishes to acquire, all right, title and interest in and to the Trademarks, in perpetuity.

NOW THEREFORE, in consideration of the sum of ten (\$10.00) dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The above recitals are true, correct and incorporated herein by reference.

2. **ASSIGNMENT.** Assignor does hereby irrevocably assign to Assignee all right, title, and interest (including, without limitation, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

3. **REPRESENTATIONS AND WARRANTIES.** Assignor represents and warrants to Assignee that:
 - (a) Assignor has the right, power and authority to enter into this Agreement;

 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;

 - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses; and

 - (d) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto.

4. **ENTIRE AGREEMENT.** This Agreement, contains the entire understanding and agreement between the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. **SEVERABILITY.** If any term, provision, covenant or condition of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.


6. **FURTHER ASSURANCES.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

7. **GOVERNING LAW.** This Agreement shall be construed in Accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Florida.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ASSIGNOR:

COSMO & FAMILY, LLC,
a Florida limited liability company

By: 
Cosmo DiSchino, Manager

ASSIGNEE:

ALCHRIST, INC.,
a Florida corporation

By: 
Cosmo DiSchino, President