

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One Step Up, Ltd.		03/05/2019	Limited Corporation:
RECEIVING PARTY DATA			
Name:	The Pulse Boutique LLC		
Street Address:	799 240th Place		
City:	Pella		
State/Country:	IOWA		
Postal Code:	50219		
Entity Type:	Limited Liability Company: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87586110	PULSE	
Serial Number:	87586126	PULSE ATHLEISURE	
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:	2128897400		
Email:	hlazarus@lazarusandlazarus.com		
Correspondent Name:	Harlan M. Lazarus - Lazarus & Lazarus PC		
Address Line 1:	240 Madison Avenue, 8th Floor		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Harlan M. Lazarus		
SIGNATURE:	/Harlan M. Lazarus/		
DATE SIGNED:	03/05/2019		
Total Attachments: 3			
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OP \$65.00 87586110

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT Agreement (“**ASSIGNMENT**”) is executed on this 5th day of March 2019 by ONE STEP UP, LTD, an New York Corporation, with a mailing address of 1412 Broadway, 3rd Floor, New York, NEW YORK UNITED STATES 10018 (“**ASSIGNOR**”).

IN FAVOR OF

The Pulse Boutique, LLC, a Iowa Limited Liability Company, with mailing address of 799 240th Place, Pella, Iowa 50219 (“**ASSIGNEE**”).

WHEREAS, the Assignors are the lawful owners of all right, title and interest in the Trademark listed at Exhibit A, which is filed with the United States Patent and Trademark Office, and in which the Assignors have built up source recognition and goodwill with respect to the Trademark and the businesses connected with and symbolized by the Trademark;

WHEREAS, Assignee agrees that its officers, directors, managers, shareholders, members, partners, employees, agents, servants, representatives, insurers and attorneys, together with their heirs, agents, predecessors, successors, executives, administrators, assigns and transferees of each of them, hereby fully, unconditionally and irrevocably releases and forever discharges Assignor and their present and former parents, subsidiaries, affiliates, licensors, and customers, and all other related entities, direct or indirect distributors, suppliers, vendors, resellers, and their respective officers, directors, managers, shareholders, members, partners, employees, agents, servants, representatives, insurers and attorneys, together with the heirs, agents, predecessors, successors, executives, administrators, assigns and transferees of each of them, of and from any and all claims, demands, damages, loss, lawsuits, obligations, promises, charges, and causes of actions of any kind whatsoever, whether known or unknown, complete or incomplete, absolute or contingent, and whether arising under common law, equity, statute or otherwise, that arise out of or relate in any way to the claims that Assignee asserts or has asserted or could have asserted in a legal proceeding or in any other type of proceeding in relation to the infringement of the PULSE Trademark that occurred prior to the Effective Date. The releases in this paragraph are not, and shall not be construed to be a release of any claims or causes of action for breach of this Agreement or for trademark infringement that occur on or after the Effective Date.

AND WHEREAS, Assignee desires to assume all right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged and will be transferred upon the filing of this document with the United States Patent and Trademark Office, and the undersigned Parties intending to be legally bound by this Assignment, Assignor and Assignee hereby agree as follows:

Assignor hereby irrevocably and perpetually assigns, transfers and conveys to Assignee the entire right, title, and interest in the mark at United States Serial Nos. 87586126 & 87586110 listed at Exhibit A, along with the goodwill attached to the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any future registration included in the Trademark, and the right to apply for a trademark registration within or outside the United States and any priority right that may arise from the

Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

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

ASSIGNOR

ASSIGNEE



ONE STEP UP, LTD



The Pulse Boutique, LLC

By: Ames Tebele
Title: Vice President

By: Mallory McClafflin
Title: owner

EXHIBIT A

Trademark	Type of Mark	U.S. Serial No.	Date of Application
PULSE ATHLEISURE	STANDARD CHARACTER MARK	87586126	Aug. 28, 2017
PULSE	STANDARD CHARACTER MARK	87586110	Aug. 28, 2017