

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513110

<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>
Fiori, LLC		12/14/2018	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Daniella Clarke		
<b>Street Address:</b>	3801 Davana Rd.		
<b>City:</b>	Sherman Oaks		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91423		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4308042	SOLOW	
<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>	3105569611		
<b>Email:</b>	keith@morrisonrothman.com		
<b>Correspondent Name:</b>	Keith Cooper		
<b>Address Line 1:</b>	1801 Century Park E., 25th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Keith Cooper		
<b>SIGNATURE:</b>	/Keith Cooper/		
<b>DATE SIGNED:</b>	03/06/2019		
<b>Total Attachments: 3</b>			
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source=Clarke Trademark Assignment (for USPTO)#page3.tif			

OP \$40.00 4308042

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 14th day of December, 2019 (the "Effective Date") by and between Fiori, LLC a limited liability company duly organized and existing under the laws of the State of Colorado and having its principal place of business at 1200 17th Street, Suite 660, Denver CO 80202 ("Assignor") and Daniella Clarke, an individual residing at 3801 Davana Rd., Sherman Oaks, CA 91423 ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to that certain U.S. trademark, Serial number 85627591, which is registered with United States Trademark Office, Registration number 4308042 (the "Mark");

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Mark;

(ii) All registrations for the Mark are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;

(iv) There are no liens or security interests against the Mark;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit A. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$1.00.

5. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

6. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms of the any other Agreement, including any license agreement.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Fiori, LLC

By: *Samuel Diego Reyes*

Its: \_\_\_\_\_

ASSIGNEE:

Daniella Clarke

\_\_\_\_\_

### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 14th day of December, 2019 (the "Effective Date") by and between Fiori, LLC a limited liability company duly organized and existing under the laws of the State of Colorado and having its principal place of business at 1200 17th Street, Suite 660, Denver CO 80202 ("Assignor") and Daniella Clarke, an individual residing at 3801 Davana Rd., Sherman Oaks, CA 91423 ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to that certain U.S. trademark, Serial number 85627591, which is registered with United States Trademark Office, Registration number 4308042 (the "Mark");

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Mark;
- (ii) All registrations for the Mark are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;
- (iv) There are no liens or security interests against the Mark;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit A. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$1.00.

5. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

6. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms of the any other Agreement, including any license agreement.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Fiori, LLC

By: [Signature]  
Its: \_\_\_\_\_

ASSIGNEE:

Daniella Clarke

[Signature]

Exhibit A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK ASSIGNMENT

WHEREAS, Fiori, LLC a limited liability company duly organized and existing under the laws of the State of Colorado and having its principal place of business at 1200 17th Street, Suite 660, Denver CO 80202 (“Assignor”) owns all the right, title and interest in and to the federal trademark registration of the mark identified by Serial number 85627591 and registered with United States Trademark Office as “Solow”, Registration number 4308042 (the “Mark”); and

WHEREAS, Daniella Clarke, an individual residing at 3801 Davana Rd., Sherman Oaks, CA 91423 (“Assignee”) desires to acquire all right, title and interest in and to the Mark, the registration thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

3/4/2019  
Date

Fiori, LLC

*Daniella Clarke*

By: \_\_\_\_\_

Name:

Title: