

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Starving Students, Inc.		10/05/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Starving Students, LLC		
Street Address:	1850 Sawtelle Blvd.		
Internal Address:	3rd Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4124613	STARVING STUDENTS	
Registration Number:	2001472	STARVING STUDENTS	
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:	3107755991		
Email:	greggsultanesq@gmail.com		
Correspondent Name:	Gregg R. Sultan		
Address Line 1:	1203 South Crescent Heights Boulevard		
Address Line 4:	Los Angeles, CALIFORNIA 90035		
NAME OF SUBMITTER:	Gregg R. Sultan		
SIGNATURE:	/GRS/		
DATE SIGNED:	03/07/2019		
Total Attachments: 2			
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OP \$65.00 4124613

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made as of October 5, 2018, by and between Starving Students, Inc., a California corporation with an address of 9330 Corbin Avenue, Northridge CA 91324 (the "Assignor") and Starving Students, LLC, a Colorado limited liability company located at 1850 Sawtelle Blvd, 3d Floor, Los Angeles, CA 90025 (the "Assignee") under the following circumstances:

BACKGROUND

This Assignment is being executed and delivered pursuant to that certain Asset Purchase Agreement entered into as of October 5, 2018, by and between Assignee and Assignor ("Purchase Agreement"). All initially capitalized terms used but not otherwise defined in this Assignment shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the intellectual property set forth in Schedule A attached hereto (the "Intellectual Property") and all pending or inchoate actions or claims related to any of the foregoing, including the right to sue for past infringement or breaches of contract.

2. Assignee hereby accepts this assignment.

3. Assignor agrees that on written request and without further consideration, but at the sole cost and expense of Assignee, to render all reasonably requested assistance to Assignee to establish or protect Assignee's rights in and to the Intellectual Property.

4. This Assignment may be executed in one or more counterparts, and each signatory hereto may sign on a separate counterpart, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document. Facsimile signature pages will be acceptable and shall be conclusive evidence of execution.

5. Both Assignor and Assignee request that the Commissioner of the United States Patent and Trademark Office and the head of the United States Copyright Office, or any analogous officials of other governmental authority, record and file this assignment with respect to the applicable Intellectual Property.

6. The assignments and assumptions made in this Assignment are made solely to the extent required at Closing by the Purchase Agreement. This Assignment is expressly made subject to the Purchase Agreement, and in the event of any conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

IN WITNESS WHEREOF, this Assignment has been executed as of the date and year first above written.

ASSIGNOR:

STARVING STUDENTS, INC.

By: _____

Name: FOUNDER

Title: FOUNDER

ASSIGNEE:

STARVING STUDENTS LLC

By: [Signature]
Name: ELLEN MARGOLIS
Title: FOUNDER

SCHEDULE A

DESCRIPTION OF INTELLECTUAL PROPERTY

1. Trademarks --

A. Registrations:

Mark	Reg./App. No.	Class
STARVING STUDENTS	4124613	39
STARVING STUDENTS (and Design)	2001472	39

B. Common Law Marks:

Assignor owns the following common law trademarks, trade names and service marks:

- STARVING STUDENTS
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- WE PUT OUR HEART INTO EVERY MOVE -- SINCE 1973

2. Copyrights -

All copyrights in works of authorship, including literary, dramatic, musical, architectural, cartographic, choreographic, pantomimic, pictorial, graphic, sculptural, and audiovisual creations of Assignor, including, without limitation, all content and copyrightable elements of the website located at <https://www.ssmilvers.com/>.

3. Domain Names --

- www.ssmilvers.com

4. Miscellaneous Intangibles --

All the intangible assets and interests of Assignor not specifically listed above, including, without