

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clozee LLC		06/04/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Chloe Herry		
Street Address:	20 bis avenue des guis		
City:	Plaisance du Touch		
State/Country:	FRANCE		
Postal Code:	31830		
Entity Type:	INDIVIDUAL: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88304866	CLOZEE	
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:	561-289-0120		
Email:	adam@acfreedmanlaw.com		
Correspondent Name:	Adam Freedman, Esq		
Address Line 1:	104 W. 29th St, Suite 1101		
Address Line 4:	New York, NEW YORK 10001		
DOMESTIC REPRESENTATIVE			
Name:	Cole Jones		
Address Line 1:	505 W Alpine Rd, Unit A		
Address Line 4:	Austin, TEXAS 78704		
NAME OF SUBMITTER:	Adam Freedman		
SIGNATURE:	/Adam Freedman/		
DATE SIGNED:	06/09/2019		
Total Attachments: 1			

OP \$40.00 88304866

CERTIFICATE OF ASSIGNMENT

This CERTIFICATE OF ASSIGNMENT (the "Agreement") is entered into as of June 4, 2019 between Clozee, LLC ("Assignor") and Chloé Herry ("Assignee") in connection with Assignor assigning to Assignee, all of its rights in and to the use of the mark CLOZEE (the "Mark"), as further described below.

Whereas Assignor owns all the right, title and interest in and to Mark, and Assignee desires to acquire all right, title and interest in and to the Mark, the registrations thereof, and the goodwill associated therewith.

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

1. GRANT OF RIGHTS.

a. For the sum of One Dollar (\$1.00), Assignor hereby conveys, grants, transfers and assigns to Assignee the entire right, title and interest in and to the Mark, including the pending Federal Trademark Application, Serial Number 88304866, 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.

b. For the avoidance of doubt, Assignor acknowledges that Assignee shall be the sole and exclusive owner of all rights in and to the Mark, including the exclusive rights to authorize, prohibit, control and/or receive monies from the renting, lending, fixation, reproduction, and/or other exploitation thereof.

2. REPRESENTATIONS AND WARRANTIES. Assignor warrants that: (a) Assignor has the right to execute this document and grant all of the rights herein; and (b) Assignor has not done or will not do, any act or thing which diminishes, impairs or otherwise derogates from the full enjoyment by Assignee of all of Assignee's rights in and to the Mark.

3. REMEDIES. This document shall be governed by the laws of the State of New York applicable to agreements executed and to be performed entirely therein, without regard to conflict of law principles.

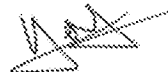
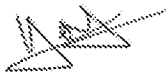
4. MISCELLANEOUS. This Agreement contains the entire understanding of the parties as to the subject matter hereof, and all prior agreements as to such subject matter have been merged herein. The parties each acknowledge that they have had the opportunity to consult with counsel regarding this Agreement. If any provision of this Agreement is invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement may not be altered in any way except by an instrument signed by the parties. This Agreement is not for the benefit of any third party, whether or not referred to herein. This Agreement may be signed in counterpart (and/or facsimile and/or PDF), each of which shall be deemed an original, but all of which together shall constitute the Agreement.

ACCEPTED AND AGREED TO BY:

ASSIGNOR

ASSIGNEE

CLOZEE, LLC



By: Chloé Herry, Authorized Signatory

Chloé Herry