

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Distinctive Products, LLC		06/21/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ThiraLand, LLC		
Street Address:	427 Mechlin Corner Road		
City:	Pittstown		
State/Country:	NEW JERSEY		
Postal Code:	08867		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87907975	AGORABAY	
CORRESPONDENCE DATA			
Fax Number:	8773692792		
<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:	6105663040		
Email:	pwenger@legalpatent.com		
Correspondent Name:	Patricia A. Wenger		
Address Line 1:	P.O. Box 659		
Address Line 4:	WEST CHESTER, PENNSYLVANIA 19381		
NAME OF SUBMITTER:	Patricia A. Wenger		
SIGNATURE:	/Patricia A. Wenger/		
DATE SIGNED:	06/24/2019		
Total Attachments: 4			
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OP \$40.00 87907975

BUSINESS PURCHASE AND TRADEMARK ASSIGNMENT AGREEMENT

This Business Purchase and Trademark Assignment Agreement (the "Agreement") is made as of [date] 6-21-2019, (the "Effective Date"), between Distinctive Products, LLC, a company organized under the laws of Delaware, having a business address of 427 Mechlin Corner Road, Pittstown, NJ (hereinafter the "Assignor", the "Seller" and/or the "Assignor/Seller"), and ThiraLand, LLC, a company organized under the laws of New Jersey, having a business address of 427 Mechlin Corner Road, Pittstown, NJ (hereinafter the "Assignee", the "Buyer", and/or the "Assignee/Buyer").

WHEREAS, Assignor/Seller is the owner of an intent-to-use trademark application for the following service mark (referred to herein as "Trademark") in the United States Patent and Trademark Office ("PTO"):

AGORABAY, Serial No. 87907975, for the following services:

IC 035. US 100 101 102. G & S: Advertisement for others on the Internet; Advertising services; Advertising and commercial information services, via the internet; Advertising and marketing services, namely, promoting the goods and services of others; Business marketing services; Computerized on-line ordering services in the field of general merchandise and general consumer goods; Cooperative advertising and marketing services by way of solicitation, customer service and providing marketing information via web sites on a global computer network; Direct marketing services; Dissemination of advertisements; On-line trading services in which seller posts products to be auctioned and bidding is done via the Internet; Promoting the goods and services of others by providing a web site featuring links to consumer goods; Providing business information via a website; Providing on-line business information of others, namely, advertisements or solicitations; Providing space at a web site for the advertisement of the goods and services of others; Providing travel management services; Providing a searchable on-line advertising website and guide featuring the goods and services of other vendors via the Internet; Providing a web site featuring the ratings, reviews and recommendations on products and services for commercial purposes posted by users; Providing a web site which features advertisements for the goods and services of others on a global computer network; Providing a website featuring an online marketplace for exchanging goods and services with other users; Providing a website for connecting sellers with buyers; Providing an on-line commercial information directory on the internet

WHEREAS, Assignor/Seller is the owner an ongoing business of selling items on the internet and the owner of the inventory related thereto, that is the entire business of the Assignor/Seller and that is the entire portion of the business to which the Trademark pertains, which is hereinafter referred to as "the Business";

WHEREAS, Assignee/Buyer wishes to acquire the all of Assignor's/Seller's right, title and interest in the Trademark and the Business, including all inventory related thereto, and whereas Assignor/Seller wishes to assign and sell all of Assignor's/Seller's right, title and interest to the Trademark and the Business, including all inventory related thereto;

NOW, Assignee/Buyer and Assignor/Seller agree as follows:

- 1) Consideration: As consideration for the sale and assignment as set forth herein, Assignee/Buyer agrees to pay Assignor/Seller \$3,575, payable by the Effective Date, and other good and valuable consideration.
- 2) Sale and Assignment: In exchange for the consideration, Assignor/Seller hereby sells, conveys, transfers, and assigns to Assignee/Buyer all of the Assignor's/Seller's right, title, and interest of whatever kind in the Trademark and the Business, together with:
 - A) The entire business to which with the Trademark pertains, which is ongoing and identified herein as the Business;
 - B) the goodwill of the business, the Business, relating to the products and services on which the Trademark is used or intended to be used and for which the intent-to-use trademark application, the Trademark, was filed in the PTO,
 - C) all income, inventory, royalties, and damages hereafter due or payable to Assignor/Seller with respect to the Trademark, including without limitation, the inventory of the Business and the Trademark, and
 - C) all rights to sue for past, present and future infringement or misappropriations of the Trademark.
- 3) Agreement to Perform Necessary Acts: The Assignor/Seller further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee/Buyer full right, title, and interest in the Trademark and the Business and the related inventory.
- 4) Assignee/Buyer will take all actions necessary, and pay for actions necessary, to record this assignment with the PTO.
- 4) Representations and Warranties:
 - A) Assignor/Seller is the exclusive owner of all right, title and interest in the Trademark and the Business;
 - B) Assignor/Seller has the authority to enter into this Agreement;

C) Assignor/Seller has not sold or otherwise transferred the Trademark or Business to any third party or parties.

5) This Agreement will be construed according to the laws of the Commonwealth of Pennsylvania.

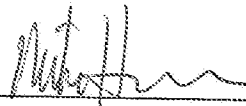
6) Severability: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition shall remain in full force and effect, except as mandated by the ruling.

In witness whereof, the Assignor/Seller and Assignee/Buyer have duly executed and delivered this Business Purchase and Trademark Assignment Agreement, as of the day and year first above written.

Assignor/Seller:

date: 6-21-2019

Distinctive Products, LLC

By: 

Mike Hiras, Principal

Assignee/ Buyer:

date: 6-21-2019

Thira Land, LLC

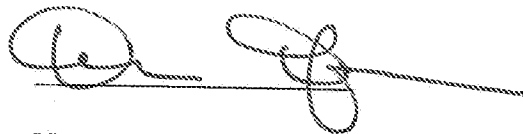
By: 

Mike Hiras, Principal

NOTARIZATION

State of New Jersey)
County of Hunterdon)^{SS}

On June 21, 2019 before me, Andrea Alfaro, Notary Public in and for said county, personally appeared Mike Hiras, who has satisfactorily identified himself as the signer(s) to the above referenced document.



Notary Public Signature

My Commission Expires: 6/5/23

(Affix Notary Stamp Here)



ANDREA ALFARO

ID #2434791

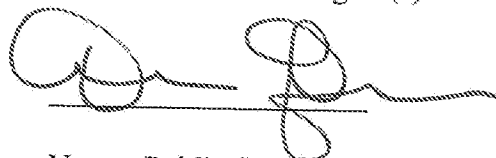
NOTARY PUBLIC OF NEW JERSEY

Commission Expires June 5, 2023

NOTARIZATION

State of New Jersey)
County of Hunterdon)^{SS}

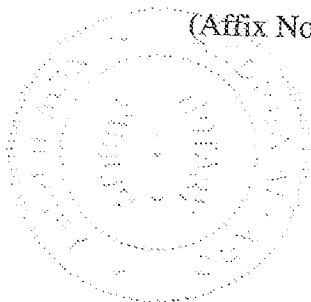
On June 21, 2019 before me, Andrea Alfaro, Notary Public in and for said county, personally appeared Mike Hiras, who has satisfactorily identified himself as the signer(s) to the above referenced document.



Notary Public Signature

My Commission Expires: 6/5/23

(Affix Notary Stamp Here)



ANDREA ALFARO

ID #2434791

NOTARY PUBLIC OF NEW JERSEY

Commission Expires June 5, 2023

TRADEMARK