

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Assa Realty LLC		11/04/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Gemstone Group LLC		
Street Address:	410 Park Avenue, Ste. 1630		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5082510	CASSA	
Registration Number:	5293630	CASSA	
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:	212-239-9900 ext 15		
Email:	joel@assaproperities.com		
Correspondent Name:	Joel Scott Ray Esq.		
Address Line 1:	410 Park Avenue, Ste. 1630		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Joel Scott Ray		
SIGNATURE:	/Joel Scott Ray/		
DATE SIGNED:	11/06/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of November 4, 2019, (the "Effective Date"), between Assa Realty LLC, a limited liability company duly organized and existing under the laws of the State of New York and having its principal place of business at 410 Park Avenue, Ste. 1630, New York, NY 10022 (the "Assignor"), and Gemstone Group LLC, a limited liability company duly organized and existing under the laws of the State of New York and having its principal place of business at (the "Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks and services marks, both registered and unregistered, or otherwise using the "CASSA" (collectively the "Mark");

WHEREAS, Assignor is the registered owner in the United States Patent and Trademark Office of two registered marks for the Mark: Registration No.: 5,082,510, dated November 15, 2016 and Registration No.: 5,293,630, dated September 26, 2017.

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 Marks 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
 - a) The goodwill of the business relating to the products and services on which the marks are used and for which they are registered;
 - b) All income, royalties, license fees and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks;
 - c) All rights to sue for past, present and future infringement or misappropriations of the Mark; and
 - d) All licenses, whether oral or written, for the Mark.
2. Assignor represents and warrants that:
 - a) Assignor owns the entire right, title and interest in and to the Mark;

- b) All registrations for the Mark are currently valid and subsisting and in full force and effect;
- c) There are no liens or security interests against the Mark;
- d) 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
- e) Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. The Assignee agrees to pay the Assignor \$10.

4. 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.

5. 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.

6. The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the mark and its related property.

7. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

8. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles, and the parties agree to submit to the exclusive jurisdiction of any court of competent jurisdiction located in the County and State of New York rising in connection with or related to any issues under this Agreement.

9. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument. For purposes of this Agreement, a faxed, portable document format (pdf) or other acceptable electronic signatures of this Agreement shall act as an original signature for purposes of execution and validity of this Agreement.

10. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity,

illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

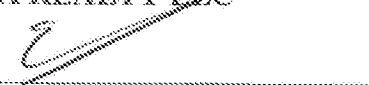
IN WITNESS WHEREOF, the undersigned have executed this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

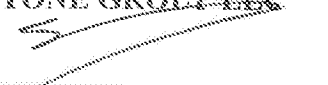
ASSIGNOR:

ASSIGNEE:

ASSA REALTY LLC

GEMSTONE GROUP LLC

By: 
Title: Authorized Person

By: 
Title: Authorized Person