

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Match Marketing Corporation		07/01/2019	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Match MG Buffalo, LLC		
Street Address:	800 Connecticut Avenue		
Internal Address:	Suite 4E02		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3752014	BEARD-A-THON	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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:	2033255049		
Email:	mholmes@fdh.com		
Correspondent Name:	Matthew Holmes		
Address Line 1:	Six Landmark Square		
Address Line 2:	Floor Six		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew Holmes		
SIGNATURE:	/Matthew Holmes/		
DATE SIGNED:	11/14/2019		
Total Attachments: 4			
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OP \$40.00 3752014

**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective as of July 1, 2019 by and between Match Marketing Corporation, a Michigan corporation d/b/a Match Marketing Group Corporation ("Assignor") and Match MG Buffalo, LLC, a New York limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor possesses a certain trademark which is set forth on Exhibit A hereto (the "Assigned Intellectual Property"); and

WHEREAS, Assignor and Assignee desire that all of Assignor's respective rights, titles and interests in and to all Assigned Intellectual Property be assigned, transferred, conveyed and delivered to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

(a) Assignment. Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all right, title and interest in and to any and all Assigned Intellectual Property (including any and all common law rights associated with the Assigned Intellectual Property), together with the goodwill connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's use and benefit and for the use and benefit of Assignee's successors and assigns.

(b) Further Assurances. Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist Assignee, at such Assignee's request from time to time, to secure the rights assigned hereby and to obtain and/or transfer the Assigned Intellectual Property, and similar governmental grants confirming or enhancing said rights. Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Agreement.

2. Miscellaneous.

(a) Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

(c) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

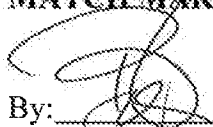
(e) Counterparts. This Agreement may be executed in one or more original or electronic counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

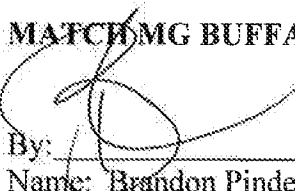
ASSIGNOR:

MATCH MARKETING CORPORATION

By: 
Name: Brandon Pinderhughes
Title: Secretary

ASSIGNEE:

MATCHMG BUFFALO, LLC

By: 
Name: Brandon Pinderhughes
Title: Secretary

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

Exhibit A

1) Registered Trademark:

a. US Registration No. 3,752,014 for BEARD-A-THON