

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Darvish		01/10/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Tradevantage LLC		
Street Address:	150 S.E. 2nd Avenue Suite 300		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88590904	TRADEVANTAGE	
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:	3043456555		
Email:	kcharonko@baileyglasser.com		
Correspondent Name:	Katherine Charonko		
Address Line 1:	209 Capitol Street		
Address Line 4:	Charleston, WEST VIRGINIA 25301		
NAME OF SUBMITTER:	Katherine Charonko		
SIGNATURE:	/Katherine Charonko/		
DATE SIGNED:	03/03/2020		
Total Attachments: 5			
source=Trademark Assignment Agreement_Signed#page1.tif			
source=Trademark Assignment Agreement_Signed#page2.tif			
source=Trademark Assignment Agreement_Signed#page3.tif			
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OP \$40.00 88590904

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made as of January 10th, 2020, (the "Effective Date"), by and between JOHN DARVISH, an individual ("Assignor"), and TRADEVANTAGE LLC, a Delaware limited liability company ("Assignee", and each of Assignor and Assignee, a "Party").

WHEREAS, Assignor is the owner of the Assigned Mark (as defined below) and has applied to register the Assigned Mark on the Principal Register of the United States Patent and Trademark Office in connection with certain financial guarantee services, namely, vehicle resale guarantee services; providing automotive financial valuation and resale financial guarantee services; third-party guarantee services for automotive valuation and resale guarantees on vehicles owned by others; and financial administration of vehicle resale guarantee programs (the "Business");

WHEREAS, subsequent to submission of the application to register the Assigned Mark, Assignor formed Assignee to own and operate the Business; and

WHEREAS, Assignor desires to assign to Assignee (as successor to the business of Assignor), and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Assigned Mark (as defined below).

NOW, THEREFORE, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:


1. Assignment. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the mark set forth in **Schedule A** hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to the mark set forth in **Schedule A** hereto, (iii) any other trademark, service mark, trade name, domain name or other source identifier that contains the term "tradevantage", (iv) any registration or application for registration of any of the foregoing (including the application for registration set forth in **Schedule A** hereto), and (v) any goodwill associated with any of the foregoing (collectively, the "Assigned Mark").
2. Cooperation. The Parties shall, and shall cause their representatives, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.
3. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be

supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

4. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Delaware without regard to the conflict of law rules of such state.

[Signature Pages Follow]

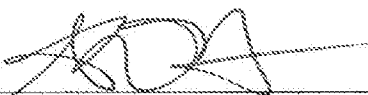
IN WITNESS WHEREOF, the undersigned have duly executed under seal and delivered this Agreement as of the day and year first above written.



JOHN DARVISH

State of Maryland
County of Montgomery

On the 10 day of January, 2020, JOHN DARVISH, the person who signed this Trademark Assignment Agreement, personally appeared before me, Ashley Hawkins, Notary Public, and acknowledged that they signed the Trademark Assignment Agreement as, or on behalf of, the Assignor.



Signature of Notary Public

ASHLEY N HAWKINS
Notary Public - State of Maryland
Montgomery County
My Commission Expires Jan 4, 2023

TRADEVANTAGE LLC


By: John Darvish, (Managing Member

State of Maryland
County of Montgomery

On the 10 day of January 2020, JOHN DARVISH, Managing Member of TRADEVANTAGE LLC, the person who signed this Trademark Assignment Agreement, personally appeared before me, Ashley Hawkins, Notary Public, and acknowledged that they signed the Trademark Assignment Agreement as, or on behalf of, the Assignee.


Signature of Notary Public

ASHLEY N HAWKINS
Notary Public - State of Maryland
Montgomery County
My Commission Expires Jan 4, 2023

Schedule A

<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Application No.</u>
U.S.	TRADEVANTAGE	Scheduled to Publish	88590904