OP \$40.00 88699846

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM582936

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|----------------------------|
| Namor Laremun LLC | | 05/21/2020 | Limited Liability Company: |

RECEIVING PARTY DATA

| Name: | Abraham Sanders |
|-----------------|---------------------------|
| Street Address: | 25515 Chatworth Dr. |
| City: | Euclid |
| State/Country: | OHIO |
| Postal Code: | 44117 |
| Entity Type: | INDIVIDUAL: UNITED STATES |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------|----------|---------------|
| Serial Number: | 88699846 | NAMOR LAREMUN |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2163075590

Email: dr@danielrosslawfirm.com

Correspondent Name: Daniel Ross

Address Line 1: 1515 Ridgewood Ave

Address Line 2: Upper Unit

Address Line 4: Lakewood, OHIO 44107

| NAME OF SUBMITTER: | Daniel Ross, Attorney of record |
|--------------------|---------------------------------|
| SIGNATURE: | /Daniel Ross/ |
| DATE SIGNED: | 06/24/2020 |

Total Attachments: 6

source=Namor Laremun to Sanders TM Application Transfer Agreement - Signed#page1.tif source=Namor Laremun to Sanders TM Application Transfer Agreement - Signed#page2.tif source=Namor Laremun to Sanders TM Application Transfer Agreement - Signed#page3.tif source=Namor Laremun to Sanders TM Application Transfer Agreement - Signed#page4.tif source=Namor Laremun to Sanders TM Application Transfer Agreement - Signed#page5.tif

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ASSIGNMENT OF INTELLECTUAL PROPERTY

<u>ARTICLE I – PARTIES</u>

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made on the Effective Date by and between:

NAMOR LAREMUN ("Assignor"), a Limited Liability Company in the State of Ohio,

AND

ABRAHAM SANDERS ("Assignee"), a citizen of the State of Ohio,

CONCERNING the intellectual property rights to and interest in a special form trademark for "Namor Laremun," App. Serial No. 88699846 (the "Assigned Mark"), a true and accurate copy of which is attached hereto as "Exhibit A."

ARTICLE II – RECITALS

WHEREAS, the Assigned Mark was filed with the USPTO on the basis of a 1(a) registration with the Assignor incorrectly listed as the named owner;

WHEREAS, the applicant submitted a voluntary amendment naming the Assignee as the correct owner; and

WHEREAS, the USPTO has determined that the Assignor and Assignee are not synonymous and now requires a transfer of ownership of the Assigned Mark between the Parties;

THEREFORE, in consideration of this Assignment, and in order to establish the rights and duties of each Party to this Assignment, the Parties agree as follows:

<u>ARTICLE III – DEFINITIONS</u>

- 3.1 "<u>Intellectual Property</u>" means all rights in the Assigned Mark and any other proprietary rights relating to that intangible property anywhere in the world, and all registrations and applications related to any of the foregoing and analogous rights thereto anywhere in the world.
- 3.2 "<u>Trademarks</u>" means: (a) trademarks, service marks, logos, trade dress and trade names, and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise); (b) all registrations and applications to register the foregoing anywhere in the world; (c) all goodwill associated therewith; and (d) all rights in and to any of the foregoing.

<u>ARTICLE IV – ASSIGNMENT</u>

- 4.1 <u>Assigned Intellectual Property</u>. In accordance with this Agreement, Assignor hereby transfers, assigns, conveys, and agrees to deliver to Assignee, and Assignee hereby receives and accepts from Assignor, the following:
 - (a) all right, title and interest in the United States and throughout the world of the Assignor in and to the Assigned Mark listed, depicted, and described in Exhibit A, and all tangible embodiments of any of the foregoing, in any form and in any media, subject to all licenses and covenants with respect to any of the foregoing entered into prior to the Effective Date of this Agreement;
 - (b) the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, and grant rights and licenses under and with respect to any of the Intellectual Property defined herein, and to sue or otherwise enforce, and continue any suit or other enforcement, for any infringement occurring before or after the Effective Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date; and
 - (c) The exclusive right to file, continue, discontinue, prosecute, abandon, maintain, cancel, let expire, apply for and obtain statutory rights and registrations with respect to any Intellectual Property referenced herein, including without limitation any Intellectual Property conceived, developed or reduced to practice prior to the Effective Date solely by individuals who were employees, agents, or affiliates of Assignor who worked on or were assigned to work on the Assigned Mark prior to the Effective Date.
- Mandatory Laws. If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any other rights or interest in or to any of the assigned Intellectual Property cannot be assigned as provided herein, (i) Assignor irrevocably agrees to assign and transfer, and hereby assigns and transfers to Assignee, all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to this Agreement to the fullest extent permissible, and (ii) Assignor irrevocably agrees to grant, and hereby grants, Assignee an unlimited, exclusive, irrevocable, assignable, transferable, sublicenseable, worldwide, perpetual, royalty-free license to use, exploit, and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to the assigned Intellectual Property that cannot be assigned as otherwise contemplated herein.

- 4.3 <u>Perfecting Assignment</u>. Assignor hereby covenants to Assignee, and Assignee's successors and assigns, to:
 - (i) execute and deliver to Assignee, its successors and assigns all instruments of assignment and transfer, and all such notices, releases, and other documents that would more fully and specifically assign and transfer to and vest in Assignee, its successors and assigns, the rights of Assignor in and to the Assigned Mark;
 - (ii) execute and deliver to Assignee, its successors and assigns all other documents, notices, accountings, financial information and other documents and information that would more fully and specifically enable Assignee to receive the assigned benefits of the Assigned Mark; and
 - (iii) cooperate as reasonably requested by Assignee in connection with this Assignment for purposes of administration of the Assignment and to enable Assignee to receive the assigned benefits of the Assigned Mark.

ARTICLE V – REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 5.1 Assignor makes the following representations, warranties, and covenants to Assignee:
 - (i) Assignor has the power and authority to execute, deliver, and perform his obligations hereunder;
 - (ii) Assignor owns the Assigned Mark free and clear of any lien, security interest, charge, or encumbrance as of the Effective Date;
 - (iii) Assignor agrees to immediately direct payment of all assigned monies accruing after the Effective date hereof to Assignee at such address or in accordance with such other instructions as Assignee shall request from time to time; and
 - (iv) In the event that Assignor receives payment of any assigned monies accruing after the Effective Date, Assignor agrees to hold such monies in trust for the benefit of the Assignee, notify the Assignee of such receipt, and, upon the request of the Assignee, immediately make full and complete transfer and accounting of all such amounts so received.

ARTICLE VI – MISCELLANEOUS

5.1 Parties Bound. This Agreement shall be binding upon and be for the benefit of each Party and its successors, personal representatives, executors, administrators, and heirs.

- 5.2 Notices. Whenever notice is to be made, given, or delivered under this Agreement, it shall be done so in writing and shall be deemed to have been duly made, given, or delivered: (i) when sent, if by facsimile, telex, telegram, or email; (ii) when delivered, if sent by nationally recognized overnight courier service or otherwise against a receipt therefore; or (iii) on the first business day after mailing, if by express mail, and on the second business day after mailing, if by mailed by registered or certified mail in both cases provided that it was sent postage prepaid. Such notices shall be addressed to the Parties at the address set forth in the records of Company or at such other address as provided by such Party pursuant to the terms of this Section.
- 5.3 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio.
- <u>5.4</u> <u>No Waiver.</u> The failure of a party to promptly enforce a right hereunder shall not constitute a waiver of such right, and the waiver of any right by a Party upon breach of this Agreement shall not constitute a waiver with respect to subsequent breaches.
- 5.5 Entire Agreement and Amendment. This agreement is the entire agreement between the Parties and shall be modified only by written amendment signed by the Parties.
- <u>5.6</u> <u>Severability.</u> This Agreement is separable. If a court of competent jurisdiction declares any provision of this Agreement or the application of such provision to any entity or circumstance invalid, the remaining provisions and applications of this Agreement other than those held to be invalid shall remain binding.
- <u>5.7</u> <u>Headings.</u> The headings in this Agreement are for convenience only, and shall not be used to modify, limit, or extend any provision.

<u>ARTICLE VII – SIGNATURES</u>

| INTENDING TO BE BOUND, the Parties ha | ve executed this Assignment, w | hich shall be |
|---------------------------------------|--------------------------------|---------------|
| Effective as of | • | |
| | | |
| | | |
| ASSIGNOR: | | |
| | | |
| By: | 5/21/2020 | |
| By: | Date | |
| Duly Authorized Agent | | |
| | | |
| | | |
| | | |
| ASSIGNEE: | | |
| | | |
| all Sonh | 5/21/2020 | |
| ABRAHAM SANDERS, an individual | Date | |

EXHIBIT A "ASSIGNED MARK"

| SERIAL NUMBER | 88699846 |
|--|--|
| MARK INFORMATION | 3 |
| MARK | NAMOR LAREMUN |
| STANDARD CHARACTERS | YES |
| U SPED GENERATED IMAGE | YES |
| LITERAL BLEMENT | NAMOR LAREMUN |
| MARK STATEMENT | The mark consists of standard characters, without claim to any particular font style, size, or color. |
| REGISTER | Principal Principal |
| APPLICANT INFORMATION | |
| OWNER OF MARK | Name Lacemen |
| STREET | 25515 Chabworth dt. |
| KM | Ewijd |
| STATE (Regained for U.S. applicants) | Okio |
| COUNTRY | United States |
| ZIPPESTAL CODS (Required for U.S. and certain international addresses) | 44117 |
| PRONE | 216-470-9584 |
| EMAR ADDRESS | XXXX |
| AUTHORIZED TO COMMUNICATE VIA EMAR. | Yes |
| LEGAL ENTITY INFORMATION | |
| TYPE | limited liability company |
| STATE COUNTRY WHERE LEGALLY ORGANIZED | Obje |
| GOODS AND/OR SERVICES AND BASIS INFORMATION | |
| | |
| | |
| | 025 |
| GOODS AND/OR SERVICES AND BASIS INFORMATION | Clothing, namely, ALL CLOTHING REMS; Combinations; Drover, as clothing: Droves for WOMEN, CREARES; Gloves as clothing: Headware for MEN, WEMEN, Hooded assentiated for MEN, WOMEN, CREARES, Hooded; Jackets; Outerscen, tamely, CEARE, JACKETS, SCARVES, RAYE, GLOVES; Packets; Outerscen, tamely, CEARE, JACKETS, SCARVES, RAYE, GLOVES; Packets; WOMEN, CHILDREN, Shirts for MEN, WOMEN, CHILDREN, Sweaters for MEN, WOMEN, CHILDREN, Short sets; Shorts for MEN, WOMEN, CHILDREN, Sweatshirts for MEN, WOMEN, CHILDREN, CHILDREN, Sweatshirts for MEN, WOMEN, CHILDREN; Tops as ulotting, Wearship garments and clothing, convery, shirts |
| GOODS AND/OR SERVICES AND BASIS INFORMATION (STERNATIONAL CLASS) | Clothing, namely, ALL CLAFFIELDG FEEMS; Combinations; Drawers as clothing; Dresses for Widnen, CERLIBERS; Cloves as clothing; Headwear for MEN, WIMEN, CERLIBERN; Hooded aventaints for MEN, WIMEN, CERLIBERN; Hooded; Lakets, Outerwear, namely, CRAES, LACKETS, ST. NEW, RISE, CLAVES, Date for MEN, WIMEN, CHILIBERN; Shirts for MEN, WIMEN, CHILIBERN; Shorts for MEN, WIMEN, CHILIBERN; Shorts for MEN, WIMEN, CHILIBERN; Sweaters for MEN, WOMEN, CHILIBERS; Dreams for MEN, W |
| GOODS AND/OR SERVICES AND BASIS INFORMATION INTERNATIONAL CLASS SIDEN LIFE AND SERVICES AND BASIS INFORMATION STREET SERVICES AND BASIS INFORMATION STREET SERVICES AND BASIS INFORMATION | Clothing, manely, ALL CLOTHING STEMS; Combinations; Drowers as clothing; Dresses for WINEN, CHILBREN; Gloves as clothing; Headwear for MEN, WINSEN, CHILBREN; Honded overstaints for MEN, WOMEN, CHILBREN; Hondier; Jackets; Outerwear, narrosky, COMEN, LACKETS, SCANYES, BARTS, GLOVES; Paris for MEN, WOMEN, CHILBREN; Shires for MEN, WOMEN, CHILBREN; Shoes for MEN, WOMEN, CHILBREN; Short sets; Shorts for MEN, WOMEN, CHILBREN; Sweathers for MEN, WOMEN, CHILBREN; Sweathers for MEN, WOMEN, CHILBREN; Sweathins for MEN, WOMEN, CHILBREN; Sweathers for MEN, WOMEN, CHILBREN; Tops as clothing, Wexcable garments and clothing, exmely, shirts SECTION 1(8) At least as early as 11/20/2017 |
| GOODS AND/OR SERVICES AND BASIS INFORMATION (CIERNATIONAL CLASS SIDEN UPIC STON FRANCISASIS | Clothing, namely, ALL CLAPERING FEEMS; Combinations; Drawers as clothing; Drawers for WENEN, CHR. BREN; Cloves as clothing; Headwear for MEN, WENEN, WENEN, CHR. BREN; Cloves, Sar clothing; Headwear for MEN, WENEN, WENEN, WENEN, Hondies; Jackets, Outerwace, namely, CASTE, LACKETS, SCARNEY, BLAS, CLAVER, SCARNEY, BLAS, CLAVER, SCARNEY, STARS, CLAVER, WENEN, CHR. BREN; WOMEN, CHR. BREN; WOMEN, CHR. BREN; WOMEN, CHR. BREN; Womens for MEN, WOMEN, CHR. BREN; Sweatshits for MEN, WOMEN, CHR. BREN; Sweatshits for MEN, WOMEN, CHR. BREN; Sweatshits for MEN, WOMEN, CHR. BREN; Chr. WOMEN, CHR. BREN; Sweatshits for MEN, WOMEN, CHR. BREN; Tops as clothing, Wegestle gaments and clithing, comely, shitts |
| GOODS AND/OR SERVICES AND BASIS INFORMATION (STERNATIONAL CLASS SIDENTIFICATION FILING BASIS FIRST LISE ASSYMBERE DATE | Clothing, namely, ALL CLOTHING IXEMS, Combinations; Drawers as clothing; Dresses for WOMEN, CHRLIBREN; Gloves as clothing; Headwear for MEN, WOMSEN, CHRLIBREN; Hooded awardines for MEN, WOMEN, CHRLIBREN; Hoodies; Jackets; Outerware, namedy, COMES, LACKETS, SCANNES, BRATS, GLOVES; Paris for MEN, WOMEN, CHRLIBREN; Short sets; Shorts for MEN, WOMEN, CHRLIBREN; Sweaters for MEN, WOMEN, CHRLIBREN; Sweatpants for MEN, WOMEN, CHRLIBREN; Sweatshitts for MEN, WOMEN, CHRLIBREN; Teshitts for MEN, WOMEN, CHRLIBREN; Dope as clothing, Women's garments and clothing, camely, shirts SECTION 1(a) At least as early as 11:20:2017 |
| GOODS AND/OR SERVICES AND BASIS INFORMATION (ATERNATIONAL CLASS SIDENTIFICATION FIELING BASIS FIRST CSE ANYWRERE DATE FIRST CSE IN COMMERCE DATE | Clothing, namely, ALL CLAFFEING (TEMS, Combinations; Drawers as clothing; Dresses for WOMEN, CRIE.BRES; Chouse as clothing; Headwear for MEN, WOMEN, CRIE.BREN; Hooded awardation for MEN, WOMEN, CRIE.BREN; Hooded awardation for MEN, WOMEN, CRIE.BREN; Hooded; Dackets; Duterwoon, tamosiy, COATS, JACKETS, SCARVES, HATS, CLAVES; Paols for MEN, WOMEN, CRIE.BREN; Shorts for MEN, WOMEN, CRIE.BREN; Shorts for MEN, WOMEN, CRIE.BREN; Swenters for MEN, WOMEN, CRIE.BREN; Swentshirs for MEN, WOMEN, CRIE.BREN; Tops as clotting, Weership gaments and clothing, camely, shirts SECTION 1(a) At least as early as 11:20:2017 At least as early as 01:01/2019 |
| GOODS AND/OR SERVICES AND BASIS INFORMATION INTERNATIONAL CLASS SIDENIER ASSON FIGURE BASIS FIRST CSE IN COMMEMOR DATE SPECIMEN FILE NAME(S) | Clothing, namely, ALL CLAFFERNG EXEMS, Combinations; Drawers as clothing; Dresses for WOMEN, CREABLESS, Chowes as clothing; Headwear for MEN, WOMEN, CREABLESS, Chowes, (aloose a ventaines for MEN, WOMEN, CREABLESS, Hoodes), December, namely, Creats, LACKETS, SCARVES, RAYES, RAVES, Paols in MEN, WOMEN, CREABLESS, CREABLES, SCARVES, RAYES, RAVES, SHOWES, Paols in MEN, WOMEN, CREABLESS, Short sets; Shorts for MEN, WOMEN, CREABLESS, Sweatshires for MEN, WOMEN, CREABLESS, Sweatshires for MEN, WOMEN, CREABLESS, CREABLES, Sweatshires for MEN, WOMEN, CREABLESS, CREABLES, Sweatshires for MEN, WOMEN, CREABLES, CREABLES, Tops as clothing, Wescable garments and clothing, namely, shirts SECTION 1(a) At least as early as 01/01/2019 CICCES/CREGIT DISAGEBREE 17:680/988/6889886(and): APP8861.BG |
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| GOODS AND/OR SERVICES AND BASIS INFORMATION INTERNATIONAL CLASS SIDENTIFICATION FILING BASIS FIRST LISE ANYWHERE DATE FIRST LISE ANYWHERE DATE RECOMEN FILE NAMESS SPECIMEN BILE NAMESS SPECIMEN DESCRIPTION CORRESPONDENCE INFORMATION NAME | Clothing, manely, ALL CLAPERING FEEMS; Combinations; Drawers as clothing; Dresses for WONEN, CRILBREN; Gloves as clothing; Headwear for MEN, WONEN, CRILBREN; Honded sweatchets for MEN, WONEN, CRILBREN; Honded sweatchets for MEN, WONEN, CRILBREN; Honders, Includes, Juckets, Outcome, namely, CSARN, LACKETS, SCANNES, BAST, GLOVES, Paris for MEN, WOMEN, CRILBREN; Shires for MEN, WOMEN, CRILBREN; Sweatchers for MEN, WOMEN, CRILBREN; Short sets; Shorts for MEN, WOMEN, CRILBREN; Sweatshirs for MEN, WOMEN, CRILBREN; Tops as clothing, Women's gaments and clithing, consely, shires SECTION 1(4) At least as early as 11/20/2017 At loast as early as 01/01/2019 EICES EXPORTANCE OF LARROWS ASSESSED AS AND APPOSITED TO SHIRT AND TAG WITH NAMOR LARROWS NAME. Namor Larrows |
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| GOODS AND/OR SERVICES AND BASIS INFORMATION (STERNATIONAL CLASS) SIDENUFICATION FILING BASIS FIRST CASE ANYWHERE DATE FIRST CASE ANYWHERE DATE SPECIAL NAMESO SPECIAL NAMESO SPECIAL NAMESO CORRESPONDENCE INFORMATION NAME FIRM NAME STREET CITY STATE | Clothing, namely, ALL CLAFFIRMS (FEMS); Combinations; Drowers as clothing; Drosess for WOMEN, CRIS.BREN; Cloves as elething; Headwar for MEN, WOMEN, CRIS.BREN; Hoodest assentiate for MEN, WOMEN, CRIS.BREN; Hoodest jackets; Outerween, namely, CASAE, ACKEEN, BY. ANYER, RATS, CLAVE, Pacis for MEN, WOMEN, CRIS.BREN; Shorts for ARLN, WOMEN, CRIS.BREN; Shorts for ARLN, WOMEN, CRIS.BREN; Shorts for ARLN, WOMEN, CRIS.BREN; Short sets; Shorts for MEN, WOMEN, CRIS.BREN; Sweathers for MEN, WOMEN, CRIS.BREN; Tops as clothing, Weaching gaments and clothing, convely, shirts SECTION (1.4) At least as early as 11/20/2017 At least as early as 11/20/2017 At least as early as 01/01/2019 THOUS ACKEOUTH MAMOR LAREMUN NAME. Namer Laveroun 1.5315 Clastworth dr. Figure Figure Office |
| GOODS AND/OR SERVICES AND BASIS INFORMATION [STERNATIONAL CLASS] FIRST GREATON FILING BASIS FIRST GREATON FIRST GREATON FIRST GREATON SPECIAL NAMES OF THE STEED OF THE | Clothing, namely, ALL CLAFFHING FEEMS; Combinations; Drowers as clothing; Drosess for WOMEN, CHRIBBEN; Gloves as elething; Headwear for MEN, WOMEN, CHRIBBEN, Blooded awarding for MEN, WOMEN, CHRIBBEN; CHARLES, CLOVES, Pacis for MEN, WOMEN, CHRIBBEN; Shorts for MEN, WOMEN, CHRIBBEN; Shorts for MEN, WOMEN, CHRIBBEN; Shorts for MEN, WOMEN, CHRIBBEN; Sweattshire, WOMEN, CHRIBBEN; Sweattshire, Ico MEN, WOMEN, CHRIBBEN; Tops 28 clothing, Wearth gaments and clithing, camely, shires 5ECTION 1(a) At least as early as 11/20/2017 At least as early as 11/20/2019 THOSE EXPORTINISAGIENT 17/88/998/88/99846/andb APROSOLURG DEATH AND TAG WITH NAMOR LAREMUN NAME. Namor Laveroun Biomer Laveroun 253 15 Chatworth dr. Fueld Onio United Stales |
| GOODS AND/OR SERVICES AND BASIS INFORMATION INTERNATIONAL CLASS SIDENUFICATION FILING BASIS FIRST CSE ANYWHERE DATE FIRST CSE IN COMMERCE DATE RECORD FILE NAMESI SPECIDEN FILE NAMESI SPECIDEN FILE NAMESI CORRESPONDENCE INFORMATION NAME FIRM NAME STREET CITY STATE COUNTRY | Clothing, namely, ALL CLAFFHING FEEMS; Combinations; Drowers as clothing; Drosess for WOMEN, CHRISTERN, Gloves as elething; Headwart for MEN, WOMEN, CHRISTERN, Booded awarshirts for MEN, WOMEN, CHRISTERN, Booded awarshirts for MEN, WOMEN, CHRISTERN, Hooders; Jackets; Outerween, namely, COSATE, ACKETS, BY ANEXE, MAIS, CLOVES, Pacis for MEN, WOMEN, CHRISTERN, Shorts for MEN, WOMEN, CHRISTERN, Shorts for MEN, WOMEN, CHRISTERN, Sweatters for SER, WOMEN, CHRISTERN, SWEATTER, SWEATTER, SWEATTER, SWEATTER, WOMEN, CHRISTERN, WOMEN, CHRISTERN, SWEATTER, SWEATTER, SWEATTER, WOMEN, CHRISTERN, SWEATTER, SWEATTER, WOMEN, CHRISTERN, WOMEN, CHR |

RECORDED: 06/24/2020