

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Resubmission-Submitted the wrong agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900564346		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prima Vista, LLC		08/14/2020	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XO Management, Inc.		
<b>Street Address:</b>	601 NE 36th Street, Suite 2012		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33137		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3569632	SWIFT KICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6464176515		
<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>			
<b>Phone:</b>	2124025472		
<b>Email:</b>	clydevanel@vanellaw.com		
<b>Correspondent Name:</b>	Clyde Vanel, Esq.		
<b>Address Line 1:</b>	229-01 Linden Blvd, Unit 110740		
<b>Address Line 4:</b>	Cambria Heights, NEW YORK 11411		
<b>NAME OF SUBMITTER:</b>	Clyde Vanel, Esq.		
<b>SIGNATURE:</b>	/clyde vanel/		
<b>DATE SIGNED:</b>	09/03/2020		
<b>Total Attachments: 8</b>			
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## TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

THIS AGREEMENT is entered into the last date written below by and between Prima Vista, LLC, a Florida limited liability company, located at 601 NE 36<sup>th</sup> Street, Suite 2012, Miami, Florida 33137 ("ASSIGNOR"), and XO Management, Inc., a Florida Corporation, whose principal place of business is 601 NE 36<sup>th</sup> Street, Suite 2012, Miami Florida 33137 ("ASSIGNEE").

WHEREAS, ASSIGNOR is the sole and exclusive owner of the following trademark and registration: USPTO Registration No. 3,569,632 SWIFT KICK® (the "Trademark"); and

WHEREAS, ASSIGNOR became sole and exclusive owner of the Trademark by virtue of an assignment from ASSIGNEE recorded at Reel \_\_\_\_\_, Frame \_\_\_\_\_ of the assignment records of the U.S. Patent and Trademark Office; and

WHEREAS, ASSIGNOR has the power and authority to grant to ASSIGNEE the right, privilege to all rights, ownership and conveyance to the Trademark on or in association with the goods covered by the registration and which were sold or offered for sale by ASSIGNEE at the date of the AGREEMENT namely, Cleaner for use on footwear; and

WHEREAS, ASSIGNEE desires to obtain from ASSIGNOR any and all rights of ownership to the United States Trademark; and

WHEREAS, both ASSIGNEE and ASSIGNOR are in agreement with respect to the terms and conditions upon which ASSIGNEE shall use the Trademark;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

### 1. ASSIGNMENT GRANT

A. ASSIGNOR hereby grants to ASSIGNEE any and all ownership interest and full conveyance of the Trademark in the United States of America.

### 2. TERM OF THE AGREEMENT

This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the last the date of execution below and shall extend throughout the life of the Trademark (the "Term").

### 3. COMPENSATION

A. In consideration for the licenses granted hereunder, ASSIGNEE agreed to assign the TRADEMARK to ASSIGNOR for one dollar (\$1.00).

### 4. AUDIT

Omitted.

## **5. WARRANTIES AND OBLIGATIONS**

Omitted.

## **6. NOTICES, QUALITY CONTROL AND SAMPLES**

A. Omitted.

## **7. NOTICE AND PAYMENT**

A. Omitted.

## **8. PATENTS, TRADEMARKS AND COPYRIGHTS**

A. ASSIGNOR shall seek, obtain and, during the Term of this Agreement, maintain in its own name and at its own expense, appropriate protection for the Trademark, and ASSIGNOR shall retain all right, title and interest in the Trademark as well as any modifications made to the Trademark by ASSIGNEE. ASSIGNEE agrees that its use of the Trademark inures to the benefit of ASSIGNOR and that the ASSIGNEE shall not acquire any rights in the Trademark.

B. The parties agree to execute any documents reasonably requested by the other party to effect any of the above provisions.

C. ASSIGNEE acknowledges ASSIGNOR's exclusive rights in the Trademark and, further, acknowledges that the Trademark is unique and original to ASSIGNOR and that ASSIGNOR is the owner thereof. ASSIGNEE shall not, at any time during or after the effective Term of the Agreement dispute or contest, directly or indirectly, ASSIGNOR's exclusive right and title to the Trademark or the validity thereof. ASSIGNOR, however, makes no representation or warranty with respect to the validity of any patent, trademark or copyright which may issue or be granted therefrom.

## **9. TERMINATION OR EXPIRATION**

A. In addition to the termination rights that may be provided elsewhere in this Agreement, neither party may terminate this Agreement.

## **10. GOOD WILL**

ASSIGNEE recognizes the value of the good will associated with the Trademark and acknowledges that the Trademark and all rights therein including the good will pertaining thereto, belong exclusively to ASSIGNOR.

## **11. INFRINGEMENTS**

If an action for infringement of the rights licensed in this Agreement is brought, each party shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit.

## **12. INDEMNITY**

ASSIGNOR agrees to defend and indemnify ASSIGNEE, its officers, directors, agents and employees, against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against ASSIGNOR based on the manufacture or sale of

the goods covered by the registration including, but not limited to, actions founded on product liability.

### 13. INSURANCE

ASSIGNEE shall, throughout the Term of the Agreement, obtain and maintain at its own cost and expense from a qualified insurance company licensed to do business in Florida, standard Product Liability Insurance naming ASSIGNOR as an additional named insured. Such policy shall provide protection against any and all claims, demands and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Licensed Products or any material used in connection therewith or any use thereof.

### 14. JURISDICTION AND DISPUTES

A. This Agreement shall be governed in accordance with the laws of the State of Florida, United States of America.

B. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (except at the option of either party for any application for injunctive relief) shall be finally settled by arbitration in Dade County, Florida under the rules of the American Arbitration Association (AAA) before one arbitrator and judgment upon the award rendered may be entered in any court having jurisdiction. In this regard, the parties submit to the personal subject matter jurisdiction of the State of Florida. The arbitration provisions of this Section shall be interpreted according to, and governed by, the Federal Arbitration Act, and any action to enforce any rights hereunder shall be brought exclusively in the U.S. District Court for the Southern District of Florida. **EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION SHALL BE ADJUDICATED BY AN ARBITRATOR AND WITHOUT A JURY.**

C. The parties may mutually agree upon any procedure for appointing the arbitrator and shall inform the AAA administrator as to such procedure; however, if within 45 days after the commencement of the arbitration, all of the parties have not mutually agreed on a procedure for appointing the arbitrator or have not mutually agreed on the designation of the arbitrator, the AAA administrator shall unilaterally appoint and designate the presiding arbitrator.

D. If a party fails to file a statement of defense within the time established by the tribunal without showing sufficient cause for such failure, as determined by the tribunal, or if a party, duly notified, fails to appear at a hearing without showing sufficient cause for such failure, as determined by the tribunal, the tribunal may proceed with the arbitration; or if a party, duly invited to produce evidence or take any other steps in the proceedings fails to do so within the time established by the tribunal without showing sufficient cause for such failure, as determined by the tribunal, the tribunal may make the award on the evidence before it.

E. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

**15. AGREEMENT BINDING ON SUCCESSORS**

The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

**16. WAIVER**

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

**17. SEVERABILITY**

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

**18. NO JOINT VENTURE**

Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership.

**19. ASSIGNABILITY**

The license granted hereunder is personal to ASSIGNEE and shall not be assigned by any act of ASSIGNEE or by operation of law unless in connection with a transfer of substantially all of the assets of ASSIGNEE or with the consent of ASSIGNOR.

**20. GOVERNMENTAL APPROVAL**

As promptly as possible after execution of this Agreement, ASSIGNEE agrees to submit copies of this Agreement to any governmental agency in any country in the Territory where approval of a license agreement is necessary and agrees to promptly prosecute any such application diligently. This Agreement shall only become effective in such country or countries upon receipt of appropriate approval from the applicable governmental agency.

**21. INTEGRATION**

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, including any option agreements which may have been entered into between the parties, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict with said Agreement.

**22. AMENDMENTS**

Any amendment to this Agreement must be in writing and signed by an authorized person of each party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Prima Vista, LLC

By: [Signature]

Title: CEO

Date: 8/30/20

XO Management, Inc.

By: [Signature]

Title: CEO

Date: 8/30/20

Int. Cl.: 3

Prior U.S. Cls.: 1, 4, 6, 50, 51 and 52

United States Patent and Trademark Office

Reg. No. 3,569,632

Registered Feb. 3, 2009

TRADEMARK  
PRINCIPAL REGISTER

swift kick

PRIMA VISTA, LLC (FLORIDA LIMITED LIABILITY COMPANY)  
801 N.E. 58TH STREET, SUITE 2012  
MIAMI, FL 33137

FOR: CLEANER FOR USE ON FOOTWEAR, SNEAKERS, SHOES, IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52).

FIRST USE 1-22-2007; IN COMMERCE 1-23-2007.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-502,650, FILED 6-19-2008.

STEVEN R. FINE, EXAMINING ATTORNEY