

Re 900562158

10/1/20	TRADE	10/27/2020	SHEET
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Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589900

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900555630

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Concord Music Group, Inc	FORMERLY Fantasy Inc	08/15/2005	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Soulsville
<b>Also Known As:</b>	AKA Soulsville Foundation, Inc
<b>Street Address:</b>	870 E McLemore Ave
<b>City:</b>	Memphis
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	38106
<b>Entity Type:</b>	<del>Corporation</del> TENNESSEE - Not-for-profit Corporation

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2900069	SOULSVILLE U.S.A.
Registration Number:	2863252	SOULSVILLE
Registration Number:	2976859	SOULSVILLE U.S.A.

**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:** 312-782-6495  
**Email:** daniel@keganlaw.com  
**Correspondent Name:** Daniel Kegan  
**Address Line 1:** 79 W Monroe St #1310  
**Address Line 4:** Chicago, ILLINOIS 60603-4931

<b>NAME OF SUBMITTER:</b>	Daniel Kegan
<b>SIGNATURE:</b>	/daniel kegan/
<b>DATE SIGNED:</b>	08/03/2020

**Total Attachments: 1**

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TRADEMARK ASSIGNMENT [OCR Extract]

Concord Music Group, Inc., a Delaware corporation, with business address at 2600 Tenth Street, Berkeley, California 94710 ("Assignor"), has acquired and owns the entire right, title, and interest in and to the trademarks SOULSVILLE and SOULSVILLE U.S.A. in the United States for the following services:

Philanthropic services relating to monetary donations and scholarships for music education and community and neighborhood improvement and development programs;

Organizing and conducting programs for development and improvement of communities and neighborhoods, and community festivals featuring a variety of activities; and,

Providing education, promotion opportunity counseling, career counseling, and community history services; childcare services; and, promoting public awareness of community and neighborhood improvement and development activities (collectively, the "Community Services"),

Assignor also owns United States Trademark Registration Nos. 2,863,252 (issued July 13,2004), 2,900.069 (issued November 2, 2004), and 2,976,859 (issued July 26,2005) for SOULSVILLE and SOULSVILLE U.S.A. for the Community Services (the SOULSVILLE and SOULSVILLE U.S.A. trademarks in the United States for the Community Services, and their aforementioned United States registrations, collectively known as the "Intellectual Property").

Soulsville, a Tennessee not-for-profit corporation, with business address at 870 E. McLemore Avenue, Memphis, Tennessee 38106 ("Assignee") wishes to acquire Assignor's rights to the Intellectual Property.

Now, for good and valuable consideration, receipt of which is acknowledged, Assignor assigns to Assignee its entire right, title, and interest in and to the Intellectual Property, together with all goodwill associated with the Intellectual Property, including the right to sue and collect damages for past infringements of the Intellectual Property.

Concord Music Group, Inc.

William C. Belmont, Vice President  
August 15, 2005

**TRADEMARK ASSIGNMENT**

Concord Music Group, Inc., a Delaware corporation, with business address at 2400 Fourth Street, Berkeley, California 94710 ("Assignor"), has acquired and owns the entire right, title, and interest in and to the trademarks SOULSVILLE and SOULSVILLE U.S.A. in the United States for the following services:

Philanthropic services relating to monetary donations and scholarships for music education and community and neighborhood improvement and development programs;

Organizing and conducting programs for development and improvement of communities and neighborhoods, and community festivals featuring a variety of activities; and

Providing education, promotion opportunity counseling, career counseling, and community history services; childcare services; and, promoting public awareness of community and neighborhood improvement and development activities (collectively, the "Community Services").

Assignor also owns United States Trademark Registrations Nos. 2,963,252 (issued July 13, 2004), 2,963,069 (issued November 2, 2004), and 2,976,855 (issued July 26, 2005) for SOULSVILLE and SOULSVILLE U.S.A. for the Community Services (the SOULSVILLE and SOULSVILLE U.S.A. trademarks in the United States for the Community Services, and their aforementioned United States registrations, collectively known as the "Intellectual Property").

Wendville, a Tennessee not-for-profit corporation, with business address at 370 E. McLamore Avenue, Memphis, Tennessee 38104 ("Assignee") wishes to acquire Assignor's rights in the Intellectual Property.

Now, for good and valuable consideration, receipt of which is acknowledged, Assignor assigns to Assignee its entire right, title, and interest in and to the Intellectual Property, together with all goodwill associated with the Intellectual Property, including the right to sue and collect damages for past infringement of the Intellectual Property.

Concord Music Group, Inc.

  
William C. Behman, Vice President  
August 25, 2005

Before the United States Patent and Trademark Office  
Assignment Recordation Branch

WUID 900,562,158  
Submitter Docket: 120,011,867  
First Assignee: Soulsville  
Assignor: Concord Music Group, Inc

**Declaration of Daniel Kegan**

1. I, Daniel Kegan, am an intellectual property lawyer, admitted to practice in the state and federal courts of Illinois and before the United States Supreme Court.
2. Since November 1984 I have based my intellectual property (IP) law practice from 79 W Monroe St, Chicago IL.
3. Since before 1990 I have been the managing attorney at my law firm, Kegan & Kegan, Ltd.
4. Marc Fineman was employed by my firm as an attorney from November 1996 through October 2005
5. If called to testify I would testify consistently with the facts of this Declaration.
6. Beginning at least as early as 1971 and continuing into 2014 my firm represented Fantasy Inc (Fantasy), which had corporate changes and a name change to Concord Music Group Inc (Concord) about 2004.
7. Fantasy supported the development and operation of a Memphis non-profit organization, initially named Ewarton Museum Inc (Ewarton), then named Soulsville, and currently named Soulsville Foundation, Inc.
8. At the request of Fantasy my firm prepared and filed with the US Patent and Trademark Office (PTO) trademark applications for SOULSVILLE and SOULSVILLE U.S.A., with the expectation that when Ewarton was sufficiently operating, Fantasy/Concord would assign the non-profit, community services applications to Ewarton.

9. My firm prepared a Trademark Assignment from Concord to Soulsville, had it signed by William C Belmont, Vice President of Concord, and about 26 August 2005, sent the assignment to Soulsville's attorney, Mark Crosby, together with the original trademark registration certificates for SOULSVILLE, ® 2,863,252; SOULSVILLE U.S.A., ® 2,900,069; and SOULSVILLE U.S.A., ® 2,976,859.
10. About April 2013 Soulsville Foundation, Inc (Soulsville) requested our firm assist it with its intellectual property matters, primarily trademark. There then being no actual conflicts of interest, our firm began attending to Soulsville's trademark matters.
11. About 2020 I retrieved from our firm records the digital copy of the 15 August 2005 Trademark Assignment from Concord to Soulsville and our firm's 26Aug2005 transmittal letter to Mark Crosby.
12. Our firms practice for many years has been to draft most documents, exclusive of email, in a word processing program, and to send to our clients and relevant other parties Portable Document Format (PDF) format copies made directly from the word processing document. Thus, the PDF file has within it the text of the original word-processed document.
13. Our digital copy of the 15August 2005 Trademark Assignment appeared somewhat fuzzy text, and I extracted from the digital pdf copy the underlying text, which displays clearly.
14. Submitted for recordation with the Assignor/Concord-signed Trademark Assignment are the extracted underlying text and this, my supporting Declaration.
15. The 15 August 2005 Trademark Assignment and the underlying text extract documents were copied from our firm's business records, made and maintained in the ordinary course of the firm's legal business.
16. The submitted Trademark Assignment, signed by William C. Belmont for Concord and dated 15 August 2005 is a true and accurate copy of the text and signature of the original document, received from Concord and transmitted to Mark Crosby 26 August 2005.

17. The text of the submitted Trademark Assignment [OCR Extract] is a true and accurate copy of the text extracted from the document of ¶16.

18. Under penalty of perjury, I affirm these statements based on my personal experience are true, and all statements are believed to be true.

\_\_\_\_/daniel kegan / \_\_\_\_\_  
Daniel Kegan  
6 September 2020

A handwritten signature in cursive script that reads "Daniel Kegan". The signature is written in black ink and is positioned to the right of the printed name and date.

v120,011,867

**Appendix I**

**INTELLECTUAL PROPERTY RIGHTS**

**METHOD FOR PRODUCING N-RETINOYLCYSTEIC ACID ALKYL ESTER**

International Publication Number: WO/2017/099662 A1;

Application number: PCT/SE2016/051238