

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Michael Lucent		09/24/2020	INDIVIDUAL:
Donna Lucent		09/24/2020	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	McGibbs, Inc.		
<b>Street Address:</b>	4833 Willow Point Road		
<b>City:</b>	Burdett		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14818		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86117555	HIGHFALUTIN	
<b>Serial Number:</b>	77494102	KISS MY ASS	
<b>Serial Number:</b>	78522629	POMPOUS ASS	
<b>Serial Number:</b>	85890536	POMPOUS ASS	
<b>Serial Number:</b>	85932460	POMPOUS ASS	
<b>Serial Number:</b>	87080042	POMPOUS CHEF	
<b>Serial Number:</b>	86117564	PRETENTIOUS	
<b>Serial Number:</b>	86117573	PURE ARROGANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3154229331		
<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>	3154237100		
<b>Email:</b>	kpurdy@harrisbeach.com		
<b>Correspondent Name:</b>	Harris Beach, PLLC		
<b>Address Line 1:</b>	333 West Washington St, Suite 200		
<b>Address Line 4:</b>	Syracuse, NEW YORK 13202		
<b>NAME OF SUBMITTER:</b>	James R. Muldoon		

CH \$215.00 86117555

<b>SIGNATURE:</b>	/James R. Muldoon/
<b>DATE SIGNED:</b>	12/01/2020
<b>Total Attachments: 5</b> source=Pompous Ass - Assignment Agreement to file#page1.tif source=Pompous Ass - Assignment Agreement to file#page2.tif source=Pompous Ass - Assignment Agreement to file#page3.tif source=Pompous Ass - Assignment Agreement to file#page4.tif source=Pompous Ass - Assignment Agreement to file#page5.tif	

## TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT (this “Assignment”), effective as of the 24th day of September, 2020 (the “Effective Date”), is by and between MICHAEL LUCENT and DONNA LUCENT, individuals, residing at 10 Hollister Street, Dundee, New York (“Assignee”), and MCGIBBS, INC., a New York corporation (“Assignor”) having a principal place of business at 4833 Willow Point Rd, Burdett, NY 14818.

WHEREAS, Assignor and Assignee have entered into the certain Asset Purchase Agreement, dated September 24, 2020 (the “Purchase Agreement”), pursuant to which, among other things, Assignee has agreed to acquire all of Assignor’s right, title and interest in and to Assignor’s copyrights, trademarks, service marks, and trade names listed in Schedule I hereto (all such copyrights, trademarks, service marks, and trade names referred to collectively as the “Assigned IP”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned IP, including, without limitation, all common law rights for which no applications or registrations exist, all applications to register any of the Assigned IP, and all registrations that have been or may be granted for any of the Assigned IP, together with all common law rights, and all goodwill associated with the Assigned IP and symbolized thereby, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned IP and to fully and entirely stand in the place of Assignor in all matters related to the Assigned IP.

2. Further Assurances.

a. Assignor hereby agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor hereby grants the attorney-of-record the power to insert on this Assignment any further identifying information describing the parties or the marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Copyright Office and United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

3. Future Use of the Assigned IP. After the Effective Date, Assignor agrees to make no further use of the Assigned IP or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by Assignee in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Assigned IP. Assignor hereby acknowledges and agrees that from and after the date hereof, the Assignee shall be the exclusive owner of the Assigned IP.

4. Miscellaneous. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of Law or conflicts of Laws rules that would cause the application of the Laws of a jurisdiction other than the State of New York.

This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile, or scanned and emailed, copies of signature pages shall have the same legal effect as signed originals. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers effective as of the day and year first above written.

ASSIGNOR:

MICHAEL LUCENT

By: Michael Lucent

DONNA LUCENT

By: Donna Lucent

ASSIGNEE:

MCGIBBS, INC.

By: Wayne Gibbs  
Name: Wayne Gibbs  
Title: President

**SCHEDULE I – ASSIGNED IP**

**U.S. TRADEMARKS**

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>International Class</b>
HIGHFALUTIN	86/117,555	13-Nov-2013	4,607,260	16-Sep-2014	33
KISS MY ASS	77/494,102	09-Jun-2008	3,664,752	04-Aug-2009	33
POMPOUS ASS	78/522,629	24-Nov-2004	3,545,074	09-Dec-2008	33
POMPOUS ASS	85/890,536	29-Mar-2013	4,428,813	05-Nov-2013	25
POMPOUS ASS	85/932,460	15-May-2013	5,078,231	08-Nov-2016	32
POMPOUS CHEF	87/080,042	22-Jun-2016	5,235,232	04-Jul-2017	25
PRETENTIOUS	86/117,564	13-Nov-2013	4,607,261	16-Sep-2014	33
PURE ARROGANCE	86/117,573	13-Nov-2013	4,607,262	16-Sep-2014	33

**U.S. Copyrights**

<b>Title of Work</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>
DONKEY	VAU 964-586	01-Jul-2008	VAU 964-586
KISS MY ASS Wine Labels	VAU 964-584	01-Jul-2008	VAU 964-584
POMPOUS ASS Wine Labels	VAU 964-583	01-Jul-2008	VAU 964-583

SIR JACKSON ANIMATIONS

PAU3-677-933

11-Jun-2013

PAU3-677-933