

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900606754

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
michael Koretsky		03/30/2021	INDIVIDUAL: UNITED STATES
Frank Koretsky		03/30/2021	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Xgen LLC
Street Address:	59 Lake DR
City:	Hightstown
State/Country:	NEW JERSEY
Postal Code:	08520
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77128968	WHIP SMART U CAN PLAY!

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: 6094261777
Email: maryanne@ecn.com
Correspondent Name: mary iuliano
Address Line 1: 59 Lake DR
Address Line 4: Hightstown, NEW JERSEY 08520

NAME OF SUBMITTER:	mary anne iuliano esq
SIGNATURE:	/mary anne iuliano/
DATE SIGNED:	05/05/2021

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

Michael Koretsky and Frank Koretsky, individuals with offices at 59 Lake Dr, Hightstown, NJ 08520 (the "Assignor") of the one part;

AND

Xgen, LLC, a limited liability company organized and existing under the laws of Delaware, with corporate offices at 59 Lake Dr, Hightstown, NJ 08520 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

The Parties are under common control and this assignment formalizes a transfer to an affiliate.

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark(s) application(s) (the "Trademark") in the United States of America (the "Territory") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Registration No.</u>
Whip Smart U Can Play!	3434154

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. As a transfer to an affiliated entity, consideration is the sum of 100 US dollars (one hundred US dollars only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory. The Assignment includes all Goodwill related to the Trademark, its use and/or the Business.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no

pending comes before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
4. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the state of New Jersey.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination or invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on March 30, 2021.

For and on behalf of the Assignor

Signature: _____

By: Michael Koretsky

Signature: _____

By: Frank Koretsky

For and on behalf of the Assignee

Signature: _____

By: Michael Koretsky

Title: Member

Document # 900606754

TRADEMARK