

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648505

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	01/01/2021

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Global By Design International Consulting, SL		05/20/2021	Corporation: SPAIN

**RECEIVING PARTY DATA**

<b>Name:</b>	Southend Technologies, Inc.
<b>Street Address:</b>	1000 N. West Street, Suite 1200
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	6067014	FANRUSH

**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:** 206.381.3300  
**Email:** dolder@lowegrahamjones.com  
**Correspondent Name:** Ellen M. Bierman  
**Address Line 1:** 701 Fifth Avenue, Suite 4800  
**Address Line 4:** Seattle, WASHINGTON 98104

<b>NAME OF SUBMITTER:</b>	Ellen M. Bierman
<b>SIGNATURE:</b>	/Ellen M. Bierman/
<b>DATE SIGNED:</b>	05/20/2021

**Total Attachments: 4**

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OP \$40.00 6067014

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter referred to as ASSIGNMENT) is made and effective as of 1 January 2021 (“Effective Date”) by and between Global By Design International Consulting, SL, a Spain corporation, having a principal address at Calle Balmes 173, Barcelona 08006, Spain (hereinafter referred to as “ASSIGNOR”); and Southend Technologies, Inc., a Delaware corporation, having a principal address at 1000 N. West Street, Suite 1200, Wilmington, Delaware 19801, United States (hereinafter referred to as “ASSIGNEE”);

WHEREAS, ASSIGNOR is the owner of the entire right, title, and interest in the marks listed in the attached “**Schedule A**” (hereinafter referred to as the TRADEMARKS) and to the business and all goodwill associated with the TRADEMARKS;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in the TRADEMARKS, and to the business and all goodwill associated with the TRADEMARKS;

NOW, THEREFOR, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers unto said ASSIGNEE the entire right, title and interest in and to the TRADEMARKS, including all common law rights therein, in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with the symbolized TRADEMARKS, including without limitation, the right to renew any registrations included in the TRADEMARKS, the right to apply for trademark registrations within and outside of the United States based in whole or in part upon the TRADEMARKS, and any priority right that may arise from the TRADEMARKS, the same to be held and enjoyed by the ASSIGNEE as fully and entirely as said interest could have been held and enjoyed by ASSIGNOR had this assignment, transfer and conveyance not been made, including any claims with respect to infringement thereof accruing prior to this ASSIGNMENT. ASSIGNOR further authorizes and requests the Commissioner of Patents and Trademarks to issue all registrations to ASSIGNEE.

ASSIGNOR hereby irrevocably designates and appoints the ASSIGNEE and its duly authorized officers and agents as its agent and attorney in fact, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the

purposes of this assignment with the same legal force and effect as if executed by ASSIGNOR. ASSIGNOR hereby waives and quitclaims to the ASSIGNEE any and all claims, of any nature whatsoever, which ASSIGNOR now or may hereafter have for infringement of any proprietary rights assigned to the ASSIGNEE.

If any provision of this assignment is held by any court to be unenforceable, such provision shall be interpreted to accomplish the objectives of the original provision to the fullest extent allowed by law, and the remainder of this assignment shall remain in full force and effect.

Electronic signatures are permitted and are enforceable as original signatures. Faxed, electronically delivered and scanned executed documents will be considered originals for purposes of confirming an enforceable agreement. This agreement may be signed in counterparts.

[Signatures on following page]



EXECUTED at Barcelona (city), Spain (state/country), on  
2021-05-20 (date).

**ASSIGNOR**

GLOBAL BY DESIGN INTERNATIONAL CONSULTING, SL

DocuSigned by:  
Paul Keating  
By: Paul Keating, Owner

EXECUTED at Barcelona (city), Spain (state/country), on  
2021-05-20 (date).

**ASSIGNEE**

SOUTHEND TECHNOLOGIES, INC.

DocuSigned by:  
Paul Keating  
By: Paul Keating, Chief Executive Officer

**Schedule A**

<b>Mark</b>	<b>Country Code</b>	<b>Docket No.</b>	<b>Trademark Registration Number</b>	<b>Registration Date</b>
FANRUSH	US	GBDI-2-1001	6,067,014	June 2, 2020
FANRUSH	BX	GBDI-12-1002	1392906	March 29, 2019
FANRUSH	EU	GBDI-12-1003	018128033	May 22, 2020
FANRUSH	GB	GBDI-12-1004	00918128033	May 22, 2020