# OP \$40.00 6411526

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM663741

Stylesheet Version v1.2

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |  |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |

### **CONVEYING PARTY DATA**

| Name                | Formerly | Execution Date | Entity Type                        |
|---------------------|----------|----------------|------------------------------------|
| Perfectly Posh, LLC |          | 07/06/2021     | Limited Liability Company:<br>UTAH |

### **RECEIVING PARTY DATA**

| Name:           | Ann O. Dalton             |  |
|-----------------|---------------------------|--|
| Street Address: | 4877 W 3625 S             |  |
| City:           | West Haven                |  |
| State/Country:  | UTAH                      |  |
| Postal Code:    | 84401                     |  |
| Entity Type:    | INDIVIDUAL: UNITED STATES |  |

### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 6411526 | AMBITCHOUS |

### **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:** 16172064380

Email: steven.young@freemanlovell.com

Correspondent Name: Steven Freeman | Lovell, PLLC Young

Address Line 1:9980 South 300 WestAddress Line 4:Sandy, UTAH 84070

| NAME OF SUBMITTER: | Steven Young   |
|--------------------|----------------|
| SIGNATURE:         | /steven young/ |
| DATE SIGNED:       | 07/30/2021     |

**Total Attachments: 3** 

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> TRADEMARK REEL: 007370 FRAME: 0899

### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment"), dated as of July 6, 2021, is made by Perfectly Posh, LLC ("Assignor"), a Utah limited liability company, in favor of Ann O. Dalton ("Assignee"), an individual, residing at 4877 W 3625 S, West Haven, Utah 84401.

WHEREAS, under the terms of a Trademark License Agreement, Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office ("USPTO");

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:
  - (a) the trademark registration set forth on Schedule 1 hereto;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Trademark Assignment and any claim, controversy, dispute or cause of action based upon, arising out of or relating to this Trademark Assignment and the

TRADEMARK REEL: 007370 FRAME: 0900 transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

**ASSIGNOR** 

Perfectly Posh, LLC

Name: David G. Van Oostendorp

Title: President

AGREED TO AND ACCEPTED:

**ASSIGNEE** 

Ann O. Dalton

# **SCHEDULE 1**

# ASSIGNED U.S. TRADEMARK REGISTRATION

| <u>Mark</u> | U.S. Application No. / Registration No. | Filing Date /<br>Registration Date |
|-------------|---|------------------------------------|
| AMBITCHOUS  | 87430389                                | April 28, 2017                     |
|             | 6,411,526                               | July 6, 2021                       |

TRADEMARK REEL: 007370 FRAME: 0902

**RECORDED: 07/30/2021**