

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luna + Stella LLC		12/01/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Rachel Shechtman		
Street Address:	c/o Pryor Cashman LLP, 7 Times Square		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4724043	SHOW + TELL	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<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>			
Phone:	212 326 0831		
Email:	tlee@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	c/o Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	08657.00002		
NAME OF SUBMITTER:	Teresa Lee		
SIGNATURE:	/tlee/		
DATE SIGNED:	10/15/2021		
Total Attachments: 3			
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OP \$40.00 4724043

ASSIGNMENT

This Assignment Agreement (hereinafter the "Assignment") is entered into on the Effective Date (which is defined as the date of the last signing party's signature to this Assignment) by and between Luna + Stella LLC, a limited liability company organized under the laws of the State of New York, with a place of business at 511 West 25th Street, Suite 403, New York, NY 10001 (hereinafter "ASSIGNOR") on the one hand, and Rachel Shechtman, an individual and citizen of the United States, with a place of business at c/o Pryor Cashman LLP, 7 Times Square, New York, NY 10036 (hereinafter the "ASSIGNEE"), on the other hand;

WHEREAS, ASSIGNOR is the owner of the mark SHOW + TELL (the "Mark") as set forth in the following registration (the "Registration") (the Mark and Registration are hereinafter collectively referred to as the "Property"):

SHOW + TELL® in cl. 35, U.S. Registration No. 4,724,043

WHEREAS, ASSIGNEE wishes to acquire from ASSIGNOR all of its right, title and interest in, to and under such Property.

NOW, THEREFORE, for Ten U.S. Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree to the following terms and conditions:

ASSIGNOR hereby assigns, transfers, grants and conveys to ASSIGNEE, its successors, assigns and legal representatives forever, ASSIGNOR's entire right, title and interest in and to such Property throughout the world in perpetuity, together with the goodwill associated therewith and that part of the ASSIGNOR's business connected with the use thereof and symbolized thereby, along with the associated business assets of ASSIGNOR's business that is ongoing and existing and connected with the Property, and any and all of ASSIGNOR's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Property, including without

limitation ASSIGNOR's common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Property currently known to ASSIGNOR as of the date hereof or that may become known after the date of this Assignment (the "Transferred Rights"), and any and all of ASSIGNOR's rights to obtain renewals, reissues, and extensions for such Property upon registration of such Property throughout the world, or other legal protections pertaining to the Transferred Rights;

AND, ASSIGNOR hereby covenants that ASSIGNOR has the full right to convey the interest assigned by this Assignment and has not conveyed any interest in or right to the Property to any third party;

AND, ASSIGNOR hereby further covenants and agrees that ASSIGNOR will, without further consideration, communicate with ASSIGNEE, its successors and assigns, any facts known to ASSIGNOR respecting the Property, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Property in said ASSIGNEE, its successors and assigns, and generally do everything possible to aid ASSIGNEE, its successors and assigns, to obtain and enforce proper trademark protection for the Property in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by ASSIGNEE, its successors and assigns.

[Signature page follows, remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR

LUNA + STELLA LLC

By 

Name (Print): Rachel Shechtman

Title: PRINCIPAL

Date: December 1, 2020

ASSIGNEE

RACHEL SHECHTMAN

By 

Date: December 1, 2020