

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM682775

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900636730		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Collegiate Merchandise Group Inc.		12/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stellar LLC		
<b>Street Address:</b>	2 Park Ave		
<b>Internal Address:</b>	20th Floor, Room 2014		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87929326	INKED BY DANI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6469227081		
<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>	2122685920 x 6		
<b>Email:</b>	dani@inkedbydani.com		
<b>Correspondent Name:</b>	Danielle Eгна		
<b>Address Line 1:</b>	2 Park Avenue		
<b>Address Line 2:</b>	20th Floor, Room 2014		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Danielle Eгна		
<b>SIGNATURE:</b>	/Danielle Eгна/		
<b>DATE SIGNED:</b>	10/21/2021		
<b>Total Attachments: 3</b>			
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source=TRADEMARK ASSIGNMENT AGREEMENT(executed)#page2.tif			



## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 1st day of December, 2019 (the “**Effective Date**”) by and between Collegiate Merchandise Group Inc., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 175 Middle Neck Rd, Port Washington, NY 11050 (“**Assignor**”) and Stellar LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and having its principal place of business at PO Box 1636, Port Washington, NY 11050 (“**Assignee**”).

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks and services marks, filed with the United States Trademark, as listed in attached Exhibit A (collectively the “**Marks**”);

B. WHEREAS, Assignor and Assignee entered into a certain Trademark Assignment Agreement effective the 14th day of February, 2021 (the “**License Agreement**”) which, among other provisions,

(i) granted certain licenses to Assignee to use the Marks;

C. WHEREAS Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Marks;

(ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;

(iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(v) execution of this Assignment and performance of Assignor’s obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor’s Certificate of Incorporation or By-laws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee’s request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor’s expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee’s title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee’s expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee’s rights in the Marks.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except only under the services provided to Stellar LLC.

6. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms of the License Agreement.


7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

8. Miscellaneous. This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

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


**ASSIGNOR:**

**Collegiate Merchandise Group Inc.**

By:   
Name: Bradley Egna  
Title: Chief Executive Officer

**ASSIGNEE:**

**Stellar LLC**

By:   
Name: Dani Egna  
Title: Chief Executive Officer

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**Exhibit A**

<u>Serial No.</u>	<u>Country</u>	<u>Title/Mark</u>	<u>FILE DATE</u>	<u>REG. No.</u>	<u>REG. DATE</u>
87929326	US	INKED BY DANI	5/21/2018	5712641	4/2/2019

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**Exhibit B**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**TRADEMARK ASSIGNMENT**

WHEREAS, Collegiate Merchandise Group, Inc., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 175 Middle Neck Rd, Port Washington NY 11050 (“Assignor”) owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the “Marks”); and

WHEREAS, Stellar LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and having its principal place of business at PO Box 1636, Port Washington NY 11050 (“Assignee”), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all

goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

12/01/2019  
Date

Collegiate Merchandise Group, Inc.

By: 

Name:

Bradley Egan

Title:

CEO