

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nicholas Burkholder		03/14/2022	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Walden-Hays, Inc.		
Street Address:	P.O. Box 1514		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10276		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5597897	IDENTITY DEFENSE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2028887885		
Email:	docket@markerylaw.com		
Correspondent Name:	Jacqueline L. Patt		
Address Line 1:	P.O. Box 84150		
Address Line 4:	Gaithersburg, MARYLAND 20883-4150		
NAME OF SUBMITTER:	Jacqueline L. Patt		
SIGNATURE:	/Jacqueline L. Patt/		
DATE SIGNED:	03/18/2022		
Total Attachments: 3			
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OP \$40.00 5597897

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is by and between Nicholas Burkholder, (the "Assignor") located at 15 Bradford Drive, Apartment 3, Leola, PA 17540, formerly of 136 Woodside Road, Lancaster, PA 17601 and Walden-Hays, Inc., with an address of PO Box 1514, New York, NY 10276 ("Assignee"). The effective date of this Agreement is the date last written below.

WHEREAS, Assignor is the exclusive and sole owner of the trademark IDENTITY DEFENSE in the United States, including, US Trademark Registration No. 5,597,897 (the "Trademark"); and

WHEREAS, Assignee wishes to purchase from Assignor and Assignor wishes to sell and assign to Assignee all right, title and interest to the Trademark.

NOW THEREFORE, in light of the foregoing, and the mutual consideration provided for herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

(1) Assignor agrees to assign and hereby do assign to Assignee all right, title and interest in and to the Trademark, including, without limitation, any and all goodwill associated therewith and the right to sue for past and present infringements of the Trademark. Assignor further agrees to execute the Trademark Assignment Agreement attached hereto as Exhibit A for recordation of the assignment with the United States Patent and Trademark Office and to cooperate as necessary (including signing all necessary documents) to effectuate the assignment of rights hereunder and the continued prosecution and maintenance of the Trademark.

(2) In consideration for the rights granted and undertakings provided hereunder, within three business days of receiving a fully executed copy of this agreement including Exhibit A and bank wire instructions, Assignee will deliver to Assignor the total sum of \$1,200.00 (USD) via wire transfer in said amount to Assignor as instructed. Exhibit A shall not be filed with the United States Patent and Trademark Office until such funds are received by Assignor.

(3) Assignor hereby represents and warrants that (i) the Trademark is owned by Assignor free and clear of any adverse claims, mortgages, liens, charges, pledges, security interests or encumbrances of any kind; (ii) Assignor is the sole and exclusive owner of the Trademark (including the goodwill associated therewith) and has the exclusive right and authority to enter into this Agreement and transfer ownership of the Trademark to Assignee; (iii) Assignor has not individually or collectively sold, assigned, transferred, conveyed, licensed or otherwise disposed of the Trademark in whole or in part or contracted with any third party with respect to the Trademark; (iv) the Trademark is or has been in recent use in interstate commerce and all rights in the Trademark, including, US Trademark Registration No. 5,597,897 are valid, effective, subsisting and enforceable; and (v) the individual(s) executing the Agreement and the Assignment attached as Exhibit A are and have been duly authorized and empowered to do so. In addition, Assignor represents and warrants that no third party has challenged, has threatened to challenge, or to Assignor's knowledge has the right to challenge the validity of the Trademark or

Assignor's ownership of the Trademark or Assignor's right to transfer ownership of the Trademark to Assignee.

(4) Assignor agrees to cooperate with and assist Assignee and/or Assignee's successors and/or assigns, in obtaining, enforcing and defending its rights in the Trademark pursuant to this Agreement, including, without limitation, providing documentation establishing use of the Trademark, executing all documents necessary to document the purchase of the rights assigned by Assignor to Assignee hereunder and assisting in any legal or other action relating to the status, validity or enforceability of the Trademark.

(5) Assignor agrees that it shall not ever adopt or use the Trademark or any additional mark or name that incorporates the words IDENTITY or DEFENSE or any variant thereof including ID, or otherwise is confusingly similar to the Trademark, or which tends to dilute its distinctiveness.

(6) Assignor shall not contest the validity of the Trademark and agree not to contest or object to the use or registration of the Trademark by Assignee, its successors and/or assigns.

(7) It is the belief of the parties that this Agreement does not contain any provisions contrary to law. However, if any part of this Agreement shall be determined to be illegal, invalid or unenforceable, that part shall be severed from the Agreement and the remaining parts shall be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the parties.

(8) Assignor agrees to keep strictly confidential the existence and terms of this Agreement and will not disclose such information except to the extent required by law or, in strict confidence, to Assignor's accountants and/or attorneys.

(9) This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior agreements or understandings, written or oral, between them relating to the Trademark. No other promises or agreements shall be binding upon the parties with respect to this subject matter unless contained in this Agreement or separately agreed to in writing and signed by an authorized representative of each of the parties. This Agreement may be executed in counterparts and facsimile copies of signatures shall be deemed original for all purposes. This document is admissible in any proceeding to interpret or enforce this Agreement.

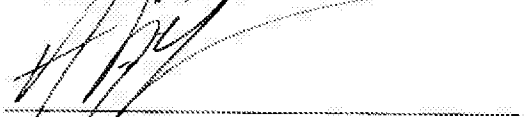
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, by their duly authorized representatives.

Nicholas Burkholder



Date: 14 March 2022

Walden Hays, Inc.



Date: MARCH 14, 2022

Name: Anthony Jacobowitz

Title: VICE PRESIDENT

EXHIBIT A

TRADEMARK ASSIGNMENT

WHEREAS, Nicholas Burkholder, (the "Assignor") located at 136 Woodside Road, Lancaster, PA 17601 is the record owner of US Trademark Registration No. 5,597,897 ("Trademark");

and

WHEREAS, Walden-Hays, Inc., a New York corporation, with its principal business of PO Box 1514, New York, NY 10276 (hereinafter "Assignee") is desirous of acquiring all right, title and interest in and to the said Trademark and the goodwill symbolized thereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For good and valuable consideration, the receipt and sufficiency whereof is hereby mutually acknowledged, Assignors hereby sell, assign, transfer and convey unto said Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark, the goodwill symbolized thereby, and well as the right to sue for past and present infringements thereof.

This agreement is effective as of MARCH 14 2022.

Assignor:

Nicholas Burkholder

Nicholas Burkholder

Date: 14 March 2022

Assignee:

Walden-Hays, Inc.

[Signature]

Date: MARCH 14 2022

Name: ANDREW BARBOREK

Title: VICE PRESIDENT