

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bergamon, Inc.		04/21/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Nighttime Rocks LLC		
Street Address:	9647 Santa Fe Springs Road		
City:	Santa Fe Springs		
State/Country:	CALIFORNIA		
Postal Code:	90670		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88657600	SAVEACUP	
CORRESPONDENCE DATA			
Fax Number:	6268392550		
<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:	6268392400		
Email:	cathy@sylcpa.com		
Correspondent Name:	Sue Yen Leo Pelletier		
Address Line 1:	1661 Hanover Road, Suite 215		
Address Line 4:	City of Industry, CALIFORNIA 91748		
NAME OF SUBMITTER:	Peter Liew		
SIGNATURE:	/Peter Liew/		
DATE SIGNED:	04/25/2022		
Total Attachments: 3			
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Trademark Assignment Agreement

This **Trademark Assignment Agreement** (hereinafter referred to as the "Assignment") is entered into as of 21 day of April, 2022 by and between Bergamon Inc., with a mailing address of 15225 S. San Pedro St., Gardena, CA 90248. (hereinafter referred to as the "Assignor") and Nighttime Rocks LLC, with a mailing address of 9647 Santa Fe Springs Road, Santa Fe Springs, CA 90670. (hereinafter referred to as the "Assignee"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Trademark. The Assignor is the lawful and registered owner of a mark that is registered in the U.S. Patent and Trademark Office (USPTO) 6058072
Registration Number

dated 05/19/2020 (hereinafter referred to as the "Trademark").
Registration Date

2. Trademark Assignment. The Assignor irrevocably assigns, grants and transfers to the Assignee, all of the Assignor's worldwide right, title, and interest in and to the Trademark, including any common law rights that may exist in the Trademark, and any trademark registrations and applications that may exist covering the Trademark, along with the goodwill of the business symbolized by the use of the Trademark, and the right to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademark, the same to be held and enjoyed by the Assignee for their own use and enjoyment and the use and enjoyment of their successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (hereinafter referred to as the "Assignment").

2. Trademark Usage. The Assignor agrees to completely cease the use of the Trademark or any confusingly similar trademark. The Assignor will not challenge the Assignee's rights to the Trademark.

3. Payment. For the Assignment, the Assignee agrees to pay the Assignor \$ 10.00. The Assignor will accept the following methods of payment:

Check or Cash

4. Cooperation. The Assignor agrees to cooperate with the Assignee to the fullest extent possible in conveying the right, title, and interest in and to the Trademark.

The cooperation referred to herein includes the prompt completion and execution of any papers necessary, including oaths, declarations, specifications, or any other papers required to make good the complete conveyance of the trademark, as well as assistance in proceedings taking place before the USPTO or any foreign country.

5. Execution and Delivery. Upon the Assignee's request, the Assignor agrees that they will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto the Assignee the full right, title and interest in and to the Trademark (including any common law rights and goodwill that may exist in the Trademark) and to protect and enforce the Trademark.

6. Successors. The rights and obligations under this Assignment will inure to the benefit and be binding upon any of the Assignee's successors and assignees, as well as the Assignor's.

7. No Conflict. The Assignor warrants and represents that the Assignor is not a party to, or will not be a party to, any assignment, agreement, or other contracts in conflict with this Assignment.

8. Entire Agreement. This Agreement constitutes the entire agreement between the Assignor and the Assignee and supersedes any prior or contemporaneous understandings, whether written or oral.

9. **Governing Law.** The Parties agree that this Agreement shall be additionally governed by the laws of California State.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

ASSIGNOR

Name: PETER LIU

Signed: 

Date: 04/21/2022

ASSIGNEE

Name: PETER LIU

Signed: 

Date: 04/21/2022