OP \$40.00 6125596

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM761292

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Randall L. Ramsey		09/22/2022	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Swedish Hasbeens AB	
Street Address:	64 Prästgatan	
City:	Stockholm	
State/Country:	SWEDEN	
Postal Code:	11129	
Entity Type:	Aktiebolag: SWEDEN	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6125596	HASBEENS

CORRESPONDENCE DATA

Fax Number: 5093238979

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: 509-944-4647

Email: karig@leehayes.com

Correspondent Name: Kari Gondry

Address Line 1: 601 W. Riverside Ave. Suite 1400

Address Line 2: Lee & Hayes PC

Address Line 4: Spokane, WASHINGTON 99201

ATTORNEY DOCKET NUMBER:	O064-0080LIT
NAME OF SUBMITTER:	Kari Gondry
SIGNATURE:	/Kari Gondry/
DATE SIGNED:	10/14/2022

Total Attachments: 2 source=2S56153#page1.tif source=2S56153#page2.tif

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made and entered into on the date of the last signature below ("Effective Date"), by and between Randall L. Ramsey, an American citizen with a business address at 388 Herrick Road, Riverside, IL, USA ("Assignor"), and Swedish Hasbeens AB, a Swedish company with a business address of Prästgatan 64 Stockholm, Sweden 11129 ("Assignee") (each individually a "Party" and collectively the "Parties").

BACKGROUND

WHEREAS, Assignor is the owner of U.S. Trademark Registration No. 6,125,596 for HASBEENS and may own common law rights to variations of the HASBEENS trademark (the "HASBEENS Marks"); and

WHEREAS, Assignor desires to assign any rights he may have in and to the HASBEENS Marks and Assignee desires to own these rights.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1: INITIAL TERMS

- 1.1 <u>Assignment of Rights.</u> Assignor hereby transfers and assigns to Assignee all rights, title, ownership, and interest in and to the HASBEENS Marks, including, but not limited to, all trademark rights, copyrights, and rights to secure any such rights (and all renewals, reissues, and extensions thereof) throughout the world, without any restrictions or limitations whatsoever and specifically including, but not limited to, all goodwill associated with the HASBEENS Marks.
- 1.2 <u>Sole Ownership</u>. The Parties desire Assignee to obtain all right, title, and interest in and to the HASBEENS Marks and nothing in this Agreement is intended to transfer any rights in these properties from Assignee.
- 1.3 <u>Release of Claims</u>. Assignee hereby forever releases and discharges Assignor, together with Assignor's employees, agents, officers, and affiliates, from all known and unknown claims, whether apparent or yet to be discovered, relating to Assignor's registration or use of the HASBEENS Marks.

SECTION 2: REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants, as of the Effective Date and throughout the Term of this Agreement, that: (i) he has the right to enter into this Agreement; (ii) there are no prior commitments or other obligations that prevent his from fully performing all of his obligations under this Agreement; (iii) he has the rights necessary to make the assignments set forth in this Agreement as of the date of such assignment and no third party has any claim to or interest in the HASBEENS Marks; and (iv) his performance under this Agreement does not require the breach of any other agreement or obligation to keep confidential the materials or information of another party. Assignee represents and warrants, as of the Effective Date and throughout the Term of this Agreement, that: (i) it has the right to enter into this Agreement; (ii) there are no prior commitments or other obligations that prevent it from fully performing all of its obligations under this Agreement; and (iii) its performance under this Agreement does not require the breach of any other agreement or obligation to keep confidential the materials or information of another party.

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SECTION 3: ADDITIONAL DOCUMENTS AND ACTS

The Parties agree to execute such additional documents and papers, and to perform and to do such additional acts as may be necessary and proper to effectuate the assignments contemplated herein.

SECTION 4: MISCELLANEOUS

- 4.1 <u>Severability</u>. Any term of the Agreement that is illegal or unenforceable at law or in equity shall be deemed to be modified or void and of no force and effect to the extent necessary to bring such term within the provisions of any applicable law or laws, and the Agreement shall be amended or modified to the extent necessary to make the Agreement fully enforceable.
- 4.2 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which for all purposes is to be deemed an original and all of which constitute, respectively, single agreements as appropriate but always subordinate to the Agreement.
- 4.3 <u>Governing Law: Jurisdiction.</u> The Agreement will be construed in accordance with the laws of the State of Washington, without regard to the principles of conflict of laws thereof. The Parties consent to jurisdiction in Washington and shall bring any action arising under or out of this Agreement in a court sitting in Spokane County, Washington.
- 4.4 Entire Agreement. The Agreement contains the entire understanding of the Parties relative to the present assignment of the HASBEENS Marks. Any oral agreements, prior proposals, understandings, and correspondence are hereby superseded by the Agreement. The Agreement may be amended only by the written agreement of all Parties hereto. No course of dealing between or among any Party, person, or entity having any interest in the Agreement will be deemed effective to modify, amend, or discharge any part of the Agreement or any rights or obligations of any Party under or by reason of the Agreement.
- 4.5 <u>Compliance</u>. Each Party hereby acknowledges that it has read, fully understands, and agrees to comply with all of the terms and provisions of the Agreement.

WHEREFORE, the Parties state that they have read the foregoing agreement and consent and agree to be bound by its terms and conditions, to which they set their hand below:

Title:

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RECORDED: 10/14/2022