

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765066

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/01/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Suria LLC DBA NY2 Sportswear		08/04/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	NY2 Sportswear
Street Address:	702 S Stoneman Ave Apt A
City:	Alhambra
State/Country:	CALIFORNIA
Postal Code:	91801
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4098200	NY2 SPORTSWEAR

CORRESPONDENCE DATA**Fax Number:**

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: 6267805011
Email: shawcha@ny2sportswear.com
Correspondent Name: Lee Nyun Thien
Address Line 1: 702 S Stoneman Ave Apt A
Address Line 4: Alhambra, CALIFORNIA 91801

NAME OF SUBMITTER:	Lee Nyun Thien
SIGNATURE:	/Lee Nyun Thien/
DATE SIGNED:	11/02/2022

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 1st day of February, 2013 (the "Effective Date") by and between SURIA LLC, DBA NY2 SPORTSWEAR., a limited liability company and existing under the laws of the State of California and having its principal place of business at 556 N Diamond Bar Blvd Ste 102, Diamond Bar, CA 91765 ("Assignor") and NY2 SPORTSWEAR, a corporation duly organized and existing under the laws of the State of California and having its principal place of business at 702 S Stoneman Ave Apt A, Alhambra, CA 91801 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title and interest in and to U.S. trademarks registrations filed with the United States Trademark Office, as listed in attached Exhibit A or otherwise using the prefix "NY2 SPORTSWEAR" (collectively the "Marks"):

B. WHEREAS Assignor owns 100% of the outstanding stock of Assignee:

C. WHEREAS, Assignor and Assignee entered into a certain Trademark License Agreement effective the 1st day of February, 2013 (the "License Agreement") which, among other provisions,

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

(ii) provided for termination of the License Agreement upon such time as (a) Assignor ceases to own 100% of the outstanding stock of Assignee and (b) Assignor and Assignee have failed, after good faith negotiations, to reach an agreement providing for, *inter alia*, the payment of royalties; and

(iii) in Section 12, obligated Assignee to discontinue use of the Marks upon termination of the License Agreement;

D. 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 rights with respect to the Marks to any other person or entity;

(iv) There are no liens or security interests against the Marks;

(v) 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

(vi) 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. 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 as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

5. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms of the License Agreement, including expressly Section 12 of the License Agreement.

6. 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.

7. Miscellaneous.

(a) 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.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

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:

ASSIGNEE:

Suria LLC, DBA NY2 Sportswear

NY2 Sportswear

By: Lee

By: Lee

Name: Lee Nyun Thien

Name: Lee Nyun Thien

Title: Owner

Title: Chief Executive Officer

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>
85-250,969	US	NY2 SPORTSWEAR	02/24/2011	4,098,200	02/14/2012

Exhibit B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT

WHEREAS, SURIA LLC, DBA NY2 SPORTSWEAR, a limited liability company and existing under the laws of the State of California and having its principal place of business at 556 N Diamond Bar Blvd Ste 102, Diamond Bar, CA 91765 ("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")

WHEREAS, NY2 Sportswear, a corporation duly organized and existing under the laws of the State of California and having its principal place of business at 702 S Stoneman Ave Apt A, Alhambra, CA 91801 ("Assignee"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

