

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804448

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Donation of a share of inheritance
RESUBMIT DOCUMENT ID:	900760529

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Monika Mastalerz		07/20/2022	INDIVIDUAL: POLAND

RECEIVING PARTY DATA

Name:	Jacek Szczepanek
Street Address:	Kochanówka 35A
Internal Address:	Warminsko-mazurskie (voivodeship)
City:	Lidzbark Warminski
State/Country:	POLAND
Postal Code:	11-100
Entity Type:	INDIVIDUAL: POLAND
Name:	Anna Szczepanek
Street Address:	Kochanówka 35A
Internal Address:	Warminsko-mazurskie (voivodeship)
City:	Lidzbark Warminski
State/Country:	POLAND
Postal Code:	11-100
Entity Type:	INDIVIDUAL: POLAND
Name:	Barbara Szczepanek
Street Address:	Kochanówka 35A
Internal Address:	Warminsko-mazurskie (voivodeship)
City:	Lidzbark Warminski
State/Country:	POLAND
Postal Code:	11-100
Entity Type:	INDIVIDUAL: POLAND
Name:	Pola Mastalerz
Street Address:	Kochanówka 35A
Internal Address:	Warminsko-mazurskie (voivodeship)
City:	Lidzbark Warminski
State/Country:	POLAND
Postal Code:	11-100

Entity Type:	INDIVIDUAL: POLAND
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PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3776865	POLONAISE

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.

Email: monique.mastalerz@gmail.com

Correspondent Name: Monika Mastalerz

Address Line 1: Kochanówka 35A

Address Line 4: Lidzbark Warminski, POLAND 11-100

ATTORNEY DOCKET NUMBER:	POLONAISE
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NAME OF SUBMITTER:	Monika Mastalerz
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SIGNATURE:	/Monika Mastalerz/
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DATE SIGNED:	04/20/2023
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Total Attachments: 5

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Monika Mastalerz
Kochanówka 35A
11-100 Lidzbark Warmiński

20th of April 2023

United States Patent and Trademark Office

**Under Secretary of Commerce for Intellectual
Property and Director of the United States
Patent and Trademark Office**

**Mail Stop: Assignment Recordation Branch,
P.O. BOX 1450,**

Alexandria, VA 22313, USA

Document ID: 900760529

1. I have attached document signed by me on April 20th, 2023 titled **„Explanation of Monika Mastalerz’s donation of part of her inheritance ownership share of reg. No 3776865”**, attached to the letter „Resubmission”. At the same time, I indicate that in the „Resubmission” letter, submitted by my attorney Peter Riebling, there was a spelling mistake, because „execution date donation” of a share of inherence is: **20th of July 2022**, not 19th of October 2022 – as my attorney mistakenly typed. The execution date is the date on which the donation agreement was signed, and was signed on July 20, 2022, which results from the Notarial Deed, Rep. A 4118/2022, as well as the attached explanation of Monika Mastalerz’s.
2. Document attached to the „Resubmission” letter: **„Notarial deed”** 20 of July 2022, Notary’s File A No 4118/2022, was signed by the parties to the contract and Notary on July 20, 2022. The attached document is an official copy, nowhere on page 12 of this document, the notary made an annotation: **“Relevant signatures of the Parties and the Notary featured on the original copy”**, indicating who signed the document. The attached document has been translated by a Sworn Translator.
3. Document attached to the „Resubmission” letter: **„Statement”** 19 of October 2022, Notary’s File A No 5625/2022, was signed by the parties to the contract and Notary on October 19, 2022. The attached document is an official copy, nowhere on page 4 of this document, the notary made an annotation: **“Relevant signatures of the Parties and the Notary featured on the original copy”**, indicating who signed the document. The attached document has been translated by a Sworn Translator.
4. In relation to documents: „Notarial deed” and „Statement”, I specify that in Poland, Notary is obliged to keep the notarial deeds drawn up by him in the notarial office and has no right to issue original (

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of the parties to the contract and the Notary, nor copies or photocopies of the original documents with the signatures of the parties to the contract and the Notary. Notary in Poland in accordance with the regulations applicable to him, has the right to draw up and issue to the parties to a given legal transaction official copy from the original document, certifying on this official copy, that the proper signatures of the parties and the Notary are on the original.

Attachment document:

Explanation of Monika Mastalerz's donation of part of her inheritance ownership share of reg. No 3776865, signed by Monika Mastalerz on April 20th, 2023.

A handwritten signature in black ink, appearing to read 'Monika Mastalerz', written in a cursive style.

Monika Mastalerz

EXPLANATION OF MONIKA MASTALERZ'S DONATION
OF PART OF HER INHERITANCE OWNERSHIP SHARE OF REG. NO. 3776865

1. Trademark registration right in the USA for the POLONAISE trademark (USPTO Reg. No. 3776865) was transferred from Ludwik Mastalerz to Monika Mastalerz in part, as an inheritance share, as a result of a valid legal act in Poland of her acceptance of the inheritance, and was recorded at the USPTO, based on a notarial deed of acceptance of the **inheritance containing the right to the trademark registration** in the USA (not by will).
2. On July 20, 2022, Monika subsequently donated part of her **inheritance share** to her daughters and her husband as a result of a valid legal transaction in Poland - a **notarial donation agreement** in Poland, and this official transaction is now being recorded with the USPTO.
3. On July 20, 2022, Monika Mastalerz, concluded a notarial donation agreement with Jacek Szczepanek, Anna Szczepanek, Barbara Szczepanek and Pola Mastalerz (Repertory A number 4118/2022).
4. The subject of the legal action, which took place on July 20, 2022, was the donation of Monika Mastalerz's inheritance share (specified in paragraph 3 of the agreement) of part of the shares in Ludwik Mastalerz's inheritance - for each of the beneficiaries, 3/24000 of the total inheritance after Ludwik.
5. In paragraph 1 sec. 2 of the agreement, listed are some inheritance components of the deceased Ludwik Mastalerz, requiring the purchasers of the inheritance to be entered in the relevant registers, among others indicated under letter g) a trademark with registration and protection rights in the United States Patent and Trademark Office (USPTO).
 - a. A share in inheritance donation agreement does not require listing all the inheritance components.
 - b. The value of donations of specific shares in the entire inheritance to four natural persons is specified in paragraph 6 of the agreement. It is the value of the share in the inheritance of Ludwik Mastalerz acquired by each of the beneficiaries, and therefore the total value of all inheritance components inherited by the buyers of the inheritance.
6. Donation of a share of inheritance in Poland requires the form of a notarial deed. **The notary public checks whether a legal transaction can be performed and, in the event of a statutory obligation to provide any consent, requests relevant documents from the parties.**
7. Donation of a share in inheritance (contractual transfer of inheritance), in accordance with Polish law, **does not require the consent of the other heirs.** Monika Mastalerz made a statement in this regard - paragraph 1 sec. 2 point 7) of the agreement. The notary public obliged under Polish law, in accordance with paragraph 5.1, submitted applications to enter the purchasers of the inheritance in real estate included in Ludwik's inheritance.
8. Applications for entry in other matters, including the entry of inheritance buyers in the registers of trademark protection rights, are submitted by the parties to the contract.
9. The notary public is not obliged to submit applications to enter the inheritance buyers in other properties like trademarks. In this case, it was Monika Mastalerz, the owner of the **TRADEMARK**

EXPLANATION OF MONIKA MASTALERZ'S DONATION
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- donated the shares in the inheritance, who applied for entering the buyers of the inheritance in the trademark protection law registered by the deceased testator.
10. The agreement of July 20, 2022 became effective upon its signing by the parties, i.e. on July 20, 2022.
 11. Additionally on October 19, 2022, the parties to the agreement of July 20, 2022 made supplementary statements specifying this donation agreement share in Ludwik's inheritance - paragraph 2 of the notarial deed "statement". Specifically in this document:
 - a. The statements explain in detail the type and effects of the legal transaction - the agreement of July 20, 2022.
 - b. Monika Mastalerz stated before the notary public that the legal transaction of disposal by donating part of her share in the inheritance of the deceased Ludwik Mastalerz, took place pursuant to Art. 1051 of the Polish Civil Code Act of 23 April 1964, which, in accordance with this provision, does not require the consent of the other heirs and does not constitute a disposition of a share in an item belonging to the inheritance, and corresponds to the disposition of a part of Monika Mastalerz's inheritance share in the inheritance of the deceased Ludwik Mastalerz - paragraph 2 sec. 2 statements. **This means that it is not a regulation of individual inheritance components, including a trademark, but a regulation of specific parts of the inheritance share in the estate.** The result is that Monika Mastalerz has reduced her inheritance share and is the buyer of Ludwik Mastalerz's inheritance in 2988/24000 of the total inheritance, and Jacek Szczepanek, Anna Szczepanek, Barbara Szczepanek and Pola Mastalerz in parts of 3/24000 of the total inheritance. The entire inheritance is all inheritance components, including trademarks - paragraph 2 para. 3 statements.
 - c. In the paragraph 2 sec. 4 Monika Mastalerz, pointing to the applicable provision of Art. 1053 of the Polish Civil Code Act of 23 April 1964, she stated that as a result of the donation of certain parts of her inheritance share, Jacek Szczepanek, Anna Szczepanek, Barbara Szczepanek and Pola Mastalerz entered into all the rights and obligations of Monika Mastalerz's statutory heir, pursuant to Art. 922 paragraph 1 of the Polish Civil Code Act of 23 April 1964, the rights and obligations of the late Ludwik Mastalerz passed to the endowed buyers upon his death, i.e. on January 17, 2017.
 - d. It follows from paragraph 2 sec. 5 of the notarial deed "Statement" that the benefits and liabilities related to objects of the inheritance (including the property right in the form of a USPTO registered trademark) are transferred to the beneficiaries upon conclusion of the contract, which means that the inheritance purchasers accrues the benefits and other income from common assets included in the inheritance from July 20, 2022 and from the same day, they are subject to obligations related to cooperation in the management of joint inheritance components - including the inheritance component in the form of a trademark protection right in the US. **All inheritance purchasers also have the right to pursue claims for infringement of such a right of protection.**

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OF PART OF HER INHERITANCE OWNERSHIP SHARE OF REG. NO. 3776865

12. The agreement of July 20, 2022 is effective, valid and binding on the USPTO, which should enter the inheritance purchasers in the register on the basis of it, on the basis of which it entered the heirs specified in the inheritance certification act of January 23, 2017, Repertory A number 288/2017, because the **buyers of the inheritance, Jacek Szczepanek, Anna Szczepanek, Barbara Szczepanek and Pola Mastalerz**, as a result of concluding an agreement (transfer of shares in the inheritance), pursuant to Art. 1053 of the Polish Civil Code Act of 23 April 1964, **they entered into all the rights of the heirs.**
13. Such a legal act qualifies under the nature of conveyance heading "other", because no other category proposed by the USPTO cover sheet corresponds to the legal act that took place on July 20, 2022, and in connection with the transfer of inheritance, it is most similar to testamentary letters.

20th of April 2023

Pauline Mastalerz