

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM837303

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900778198		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
88888, LLC		06/06/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AW Licensing LLC		
Street Address:	386 Broadway, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90227200	G'LEAU	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	2124843900		
Email:	TMDocket@afslaw.com		
Correspondent Name:	Anthony V. Lupo		
Address Line 1:	1717 K Street NW		
Address Line 4:	Washington, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	038757.00340		
NAME OF SUBMITTER:	Megan Rzonca		
SIGNATURE:	/Megan Rzonca/		
DATE SIGNED:	09/06/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of this 6th day of June 2023 (the “**Effective Date**”) by and between 88888, LLC, a Delaware limited liability company, located at 386 Broadway, 3rd Floor, New York, New York, USA, 10013 (“**Assignor**”) and AW Licensing LLC a Delaware limited liability company, located at 386 Broadway, 3rd Floor, New York, New York, USA, 10013, New York, New York, USA, 10019 (“**Assignee**”). Assignor and Assignee are individually referred to herein as a “**Party**,” and collectively as the “**Parties**.”

WHEREAS, pursuant to the terms and conditions of this Assignment, Assignor desires to transfer to Assignee all of the right, title, and interest of Assignor in and to the United States trademark application number 90227200 for the mark G’LEAU in Class 32 (the “**Assigned Trademark**”), including all common law rights and the goodwill appurtenant thereto, thereto, and in accordance with 15 U.S.C. §1060(a) and as part of this Trademark Assignment Agreement, Assignor hereby transfers and assigns to Assignee, its successors, and assigns, the goodwill of the business connected with the Assigned Trademark.

WHEREAS, pursuant to the terms and conditions of this Assignment, Assignee wishes to accept all of Assignor’s right, titles, and interests in and to the Assigned Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Transfer of Assigned Trademark. Assignor does hereby irrevocably transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor’s right, title and interest in and to the Assigned Trademark including all common law rights and the goodwill appurtenant thereto; (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any of the foregoing; (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned Trademark, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Trademark; and (d) all other rights, privileges, protections or obligations, liabilities, and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, and at Assignee’s cost and expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned Trademark. Assignor hereby authorizes the Commissioner for Trademark of the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

3. Entire Agreement. This Assignment reflects the entire understanding of the Parties relating to the assignment, transfer, conveyance, and delivery of the Assigned Trademark from Assignor to Assignee, and supersedes all prior agreements, understandings, or letters of intent between or among the Parties regarding the subject matter of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law and Venue. This Assignment shall be interpreted, construed, governed, and enforced in all respects in accordance with the laws of the State of New York of the United States of America, without giving effect to its conflicts of laws provisions. Neither Party shall commence or prosecute any action, suit, or claim arising under or by reason of this Assignment other than in the state or federal courts located in New York. The Parties irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Assignment.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to each of the Parties. A signature sent by e-mail shall be as binding as the delivery of a manually executed copy of this Assignment.

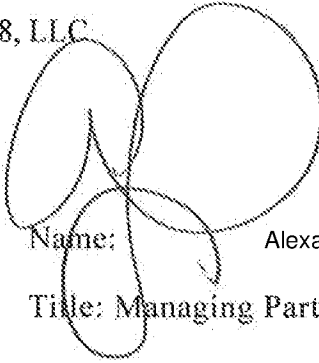
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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

88888, LLC

By:



Name:

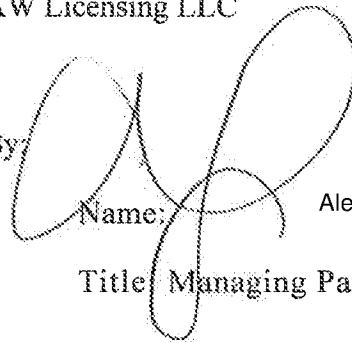
Alexander Wang

Title: Managing Partner

ASSIGNEE:

AW Licensing LLC

By:



Name:

Alexander Wang

Title: Managing Partner