

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sparx, Inc.		01/08/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Zulay LLC		
Street Address:	1050 Kapp Dr		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33765		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5972924	ELITAPRO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6096511261		
Email:	gxbesq1@gmail.com		
Correspondent Name:	Gene Bolmarcich		
Address Line 1:	107 N Lake Shore Dr		
Address Line 4:	Brookfield, CONNECTICUT 06804		
NAME OF SUBMITTER:	Gene Bolmarcich		
SIGNATURE:	/gb/		
DATE SIGNED:	01/17/2024		
Total Attachments: 3			
source=Zulay LLC - Sparx, Inc. - Trademark Assignments FE#page1.tif			
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EXHIBIT E

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Spparx, Inc., a California corporation, with an address at 10 Glenoaks, Irvine, CA 92618 ("Assignor") and Zulay LLC, a Florida limited liability company, whose principal business office is located at 1050 Kapp Drive, Clearwater, FL 33765 ("Assignee").

WHEREAS, Assignor is the owner of the trademark "ELITAPRO" as registered with the United States Patent and Trademark Office, Class 007, 011, 021, Serial 88519530; (the "Trademark");

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, for good and valuable consideration the receipt of which is hereby confirmed, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark and all goodwill), in and to the Trademarks.
2. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademark does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
3. No Effect on Agreement. The Parties hereby acknowledge and agree that none of the provisions of the Agreement, nor any of the rights, remedies or obligations of any of the Parties thereunder, shall be deemed modified, amended, extended, enlarged, limited or altered in any way by this Assignment. To the extent any conflict or inconsistency exists between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall prevail.
4. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

[Signature Page to Follow]

[Signature Page to Trademark Assignment]

Assignor

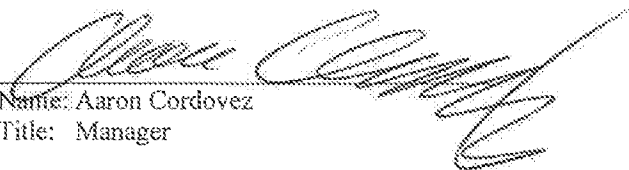
Sparx, Inc., a California corporation

By: Shir Ringel
Its: Authorized Officer

Date: January 8, 2024

Assignee

ZULAY LLC, a Florida limited liability company

By: 
Name: Aaron Cordovez
Title: Manager

Address: 1050 Kapp Drive
Clearwater, FL 33765
Email: aaron@zulay.net

[Signature Page to Trademark Assignment]

Assignor

Sppars, Inc., a California corporation



By: Shir Ringel
Its: Authorized Officer

Date

Assignee

ZULAY LLC, a Florida limited liability company

By: _____

Name: Aaron Conlovez
Title: Manager

Address: 1050 Kapp Drive
Clearwater, FL 33765
Email: aron@zulay.net