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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM327518

Stylesheet Version v1.2

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

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Young Entrepreneur Council, Inc.		10/20/2014	CORPORATION: NEW YORK

# **RECEIVING PARTY DATA**

Name:	YEC, LLC
Street Address:	5 Penn Plaza, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4446656	YEC

#### CORRESPONDENCE DATA

**Fax Number:** 8774454186

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:** 212-658-0833

**Email:** cspierer@dslawyers.com

Correspondent Name: Craig M. Spierer

Address Line 1: 1400 Old Country Road, Suite 304
Address Line 4: Westbury, NEW YORK 11590

NAME OF SUBMITTER:	Craig M. Spierer
SIGNATURE:	/Craig Spierer/
DATE SIGNED:	12/30/2014

**Total Attachments: 2** 

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TRADEMARK REEL: 005431 FRAME: 0673

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### ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT is made, executed and delivered by the undersigned Young Entrepreneur Council, Inc. a New York Non-profit corporation with a business address of 175 Varick Street, New York, New York 10014 (hereinafter referred to as "Assignor") to YEC, LLC, a Delaware limited liability company with an address at 5 Penn Plaza, 19<sup>th</sup> Floor, New York, NY 10001 (hereinafter referred as "Assignee"), effective as of the date of the execution below.

WHEREAS, the Assignor is the owner of the U.S. trademark registration filed on February 9, 2013, having the registration number 4,446,656 for the trademark "YEC" made in connection with Association services, namely promoting the interests of young business owners and entrepreneurs; Membership club services, namely, providing members with press opportunities and networking opportunities in the field of business ownership and entrepreneurship; providing a website featuring business information relating to young entrepreneurs and business owners; online business networking services for young entrepreneurs, provided via a website; business assistance, advisory and consulting services in the field of entrepreneurship and business ownership in International Class 035, and in connection with Education services, namely, mentoring in the field of entrepreneurship; Education services, namely, arranging, organizing and conducting training classes, workshops, educational conferences, seminars, courses, symposiums, teleclasses, classes by means of audio and video teleconferencing, webcasts and educational meetings in the field of business ownership and entrepreneurship for current and future young entrepreneurs and distributing course materials in connection therewith; membership club services, namely, providing training and mentorship to members in the field of business ownership and entrepreneurship; entertainment services, namely, providing webcasts in the field of business ownership, entrepreneurship and technology startups in International Class 041 (the "YEC Mark");

WHEREAS, Assignor and Assignee are parties to that certain Trademark License Agreement dated as of June 26, 2014 (the "License Agreement");

WHEREAS, the License Agreement gave Assignee an option to purchase all of Assignor's right, title and interest in and to the YEC Marks, which Assignee has exercised;

WHEREAS, the Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title and interest in and to the YEC Mark;

WHEREAS, Assignee is desirous of acquiring Assignor's right, title and interest in said trademark application together with the goodwill symbolized by the YEC Mark, if any;

WHEREAS, the Assignor warrants and covenants that no assignment, grant, mortgage, license to other agreement affecting the rights and property herein conveyed has been or will be made to anyone other than the Assignee by the Assignor or any predecessor in title thereto, and that the Assignor thereby possesses the full right to convey such rights and property;

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WHEREAS, the Assignor represents and warrants that (a) It is the true and beneficial owner of the YEC Mark and that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to anyone other than the Assignee by the Assignor or any predecessor in title thereto, and that the Assignor hereby possesses the full right to convey the entire right, title and interest in the YEC Mark as assigned herein; (b) It has not sold, transferred or assigned the YEC Mark to any third party and that they will not take any action, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein; (c) To the best of Assignor's knowledge there are no approvals, authorizations, registrations, consents or other action of or filing with any court, administrative agency or other governmental authority which is required for the execution and delivery of this Assignment; and (d) The person(s) executing this Assignment has been duly authorized by the Assignor to execute this Assignment on behalf of Assignor, and Assignor has the full right, power and authority to execute and deliver this Assignment and all the related documents to be executed and delivered hereunder as well as to consummate the transactions contemplated hereby and thereby which is not a breach of any other agreement.

WHEREAS, the Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of the YEC Mark as may reasonably be requested by the Assignee from time to time.

NOW, THEREFORE, in consideration of the amounts paid pursuant to the License Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, all of Assignee's right, title and interest in said trademark application together with all of the goodwill of the business in connection with the YEC Mark and with the full right to sue in law or equity, in order to protect the YEC Mark and the right to recover for any past or future infringement of the YEC Mark and any and all other rights and remedies associated with the use, ownership and registration of the YEC Mark throughout the world.

The Commissioner of Trademarks is hereby requested and authorized to issue any certificates or notifications to the Assignee and to correspond hereinafter with the Assignee's attorneys, DIMAGGIO SPIERER, PLLC, 1400 Old Country Road, Suite 304, Westbury, New York 11590 Attn: Craig M. Spierer, Esq., email cspierer@dslawyers.com, regarding any matter relating to the prosecution, alteration or amendment of the YEC Mark.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by an officer thereof, duly authorized, this 20<sup>th</sup> day of October, 2014.

RECORDED: 12/30/2014

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By:		AU	Scott Gerber	
Title	<del>)</del> :	Founder		

Young Entrepreneur Council. Inc.

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