

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402266

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Never-Not-Working		10/17/2016	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	YES JULZ LLC		
<b>Doing Business As:</b>	YES JULZ		
<b>Street Address:</b>	4770 Biscayne Blvd., Suite 1280		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33137		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86494392	NEVER-NOT-WORKING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7865812542		
<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>			
<b>Phone:</b>	7865812542		
<b>Email:</b>	christopher@dsmiami.com		
<b>Correspondent Name:</b>	Christopher A. DiSchino		
<b>Address Line 1:</b>	4770 Biscayne Blvd., Suite 1280		
<b>Address Line 4:</b>	Miami, FLORIDA 33137		
<b>NAME OF SUBMITTER:</b>	Christopher A. DiSchino		
<b>SIGNATURE:</b>	/Christopher A. DiSchino/		
<b>DATE SIGNED:</b>	10/17/2016		
<b>Total Attachments: 6</b>			
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## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made by and between YES JULZ LLC, a Florida limited liability company, having an address of 4770 Biscayne Blvd., Suite 1280, Miami, Florida 33137 (hereinafter, "Yes Julz") and NEVER-NOT-WORKING LLC, an Ohio limited liability company, having an address of 1501 Tollis Parkway, Broadview Heights, Ohio 44147 (hereinafter, "Company") (each a "Party" and collectively the "Parties").

### RECITALS

WHEREAS, the Company is the owner of U.S. Trademark "NEVER-NOT-WORKING" (U.S. Registration No. 4794328) under class 035 (the "Trademark") in connection with advertising, marketing and promotion services; and

WHEREAS, based on negotiations between the Parties, the Company hereby agrees to the assignment thereof upon the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS. The above recitals are true, correct and incorporated herein.

2. SETTLEMENT TERMS.

a. The Parties expressly acknowledge and agree that the Company will assign to Yes Julz all right, title, and interest in and to the Trademark, including any goodwill related thereto. Upon execution hereof, Company shall execute an assignment of the Trademark, a copy of which is attached hereto as Exhibit A ("Assignment").

b. The Parties further acknowledge and agree that in exchange for the Assignment, Yes Julz will prepare and submit for approval a trademark application for the mark, "NEVER-NOT-WORKING" under Class 041 for photography, photography services and videography ("Application"). Yes Julz shall submit the proposed Application to the Company for its approval, which shall not be unreasonably withheld. Upon receipt of the Company's approval, Yes Julz shall submit the Application to the United States Patent and Trademark Office ("USPTO") on behalf of the Company and shall pay the filing fees for the initial Application. The Parties expressly acknowledge and agree that upon submission to the USPTO of this initial Application, Yes Julz shall be released of all responsibilities related thereto and the Company shall be responsible for all further filing fees, responses to office actions, or other maintenance.

c. Additionally, Yes Julz agrees to host a call or video conference to discuss prospective business opportunities with the Company ("Conference"). However, please note, Yes Julz's agreement to participate in the Conference is not, under any circumstances, a guarantee that Yes Julz will subsequently agree to engage in any business activities with the Company, as Yes Julz hereby reserves the right to pursue or refuse, in her sole and absolute discretion, any business opportunity with the Company.

d. No further payment or compensation shall be paid to Company in

connection with this Agreement or the Assignment.

3. **MUTUAL RELEASE.** The Company, for itself and its parents, subsidiaries, affiliates, divisions, successors, predecessors, and assigns, does hereby release, remise, acquit, and discharge Yes Julz and their respective officers, principals, agents, attorneys, associates, employees, successors, parents, subsidiaries, affiliates, divisions, successors, predecessors, insurers, alter egos, directors, heirs, devisees, beneficiaries, trustees, successors, and assigns, of and from any and all obligations, duties, liabilities, claims, debts, demands, damages, losses, accounts, rights, costs, expenses, entitlements, burdens, bonds, suits, actions, and causes of action of every type and nature (whether at law or in equity, in common law or by statute, in contract or in tort, negligent or intentional, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, direct or indirect, personal or derivative, joint or several, dependent or independent, fraudulent or inadvertent, compensatory or punitive, actual or special, fixed or contingent, matured or unmatured, expired or unexpired, or already accrued or hereinafter accruing) (hereinafter collectively "Claims") from the beginning of time until this date, from all Claims relating to, or arising from, in whole or in part, this Settlement Agreement, provided, however, that this release shall not be construed or applied to release or affect the rights and obligations otherwise established herein. The Company shall retain any and all liability relating to acts occurring prior to the assignment of the Trademark.

4. **FURTHER ASSURANCES.**

a. The Company agrees not to oppose, challenge or petition to cancel any of Yes Julz's rights acquired under the Assignment and further agrees that it shall not use the rights granted hereunder against the registration or renewal of any of Yes Julz's trademarks or applications for subsequent designation or variation thereof.

b. Provided that the Company complies with the terms of this Agreement, Yes Julz agrees to refrain from objecting to, contesting, or filing any infringement action against the Company based on the use of the Application, solely as described in this Agreement. If any consent in connection with the Application is required from Yes Julz, Yes Julz agrees to execute such consent, as long as the request is reasonable and necessary.

5. **FEES AND COSTS.** Except as otherwise provided herein, the Parties will bear their own fees and costs in connection with the drafting of this Agreement, and their compliance herewith.

6. **RELATIONSHIP OF THE PARTIES.** Nothing herein shall be construed to place the Parties in a relationship of partners, joint ventures or licensor-licensee, and neither Party shall have the power to bind or obligate the other Party in any manner whatsoever except as specifically provided herein.

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties hereto on the subject hereof and supersedes all prior and contemporaneous negotiations, understandings and agreements whether written or oral. No part of this Agreement may be varied by either Party except in writing signed by each of the Parties hereto.

8. **BINDING EFFECT.** This Agreement and all obligations contained herein shall

be binding upon and inure to the benefit to the Parties and their respective parents, subsidiaries, divisions, licensees, affiliates under common control, related companies, officers, directors, employees and other representatives acting on their behalf and on their successors, transferees and assigns.

9. **VOLUNTARY.** The Parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have consulted legal counsel in connection with this Agreement, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein, that they have given due consideration to the provisions contained herein, that they thoroughly understand and consent to all provisions hereof.

10. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original but, taken as a whole, shall be deemed one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The Parties hereto acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

11. **SEVERABILITY.** If any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable, and the remainder of this Agreement will be deemed and remain fully valid and enforceable unless such invalidity or unenforceability tends to substantially deprive any Party of the benefits to be provided to it by this Agreement, in which case the deprived Party will have the option of keeping this Agreement in effect or terminating it.

12. **NOTICE.** All notices and communications made in connection with this Agreement will be in writing and delivered by facsimile, hand, certified mail, or overnight courier service (such as FedEx), to the addresses listed above.

13. **GOVERNING LAW.** This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Florida. Venue for any legal proceedings shall be in Miami-Dade County, Florida.

14. **MEDIATION; LITIGATION.** In the event of a dispute arising hereunder, the Parties agree to first submit the dispute to non-binding mediation prior to filing any formal causes of action. In the event that a formal cause of action arising hereunder is subsequently filed, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs at the pretrial, trial and appellate levels or in bankruptcy court, whether such proceedings are brought in the instant action or some other or subsequent action.

15. **NO ASSIGNMENT.** This Agreement is not assignable or transferable by the Candidate. Any attempt to do so shall be void *ab initio*.

16. **CONFIDENTIALITY.** Except as required by an order of a court of competent jurisdiction, the details of this Agreement shall not be disclosed to any person other than the Parties and

their respective counsel, accountants, and other persons or entities, for which disclosure is absolutely necessary.


17. **CONSTRUCTION.** In giving meaning to this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and the use of any gender shall be held to include every other and all genders.

18. **REPRESENTATIONS AND WARRANTIES.** The Parties mutually represent and warrant that they have full power and authority to negotiate, execute and perform the terms and provisions of this Agreement.

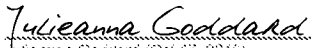
19. **WAIVER.** No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the Party against whom charged.

IN WITNESS WHEREOF, each of the Parties has executed and delivered this Agreement.

**NEVER-NOT-WORKING LLC,**  
an Ohio limited liability company

By:   
Howard Washington II (Oct 18, 2016)  
Print: Howard Washington II  
Title: CCEO/ Founder  
Date: Oct 13, 2016

**YES JULZ LLC,**  
a Florida limited liability company

By:   
Julieanna Goddard (Oct 17, 2016)  
Print: Julieanna Goddard  
Title: CEO  
Date: Oct 17, 2016

**EXHIBIT A**  
**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made by and between YES JULZ LLC, a Florida limited liability company, having an address of 4770 Biscayne Blvd., Suite 1280, Miami, Florida 33137 (hereinafter, "Yes Julz") and NEVER-NOT-WORKING LLC, an Ohio limited liability company, having an address of 1501 Tollis Parkway, Broadview Heights, Ohio 44147 (hereinafter, "Company") (each a "Party" and collectively the "Parties").

**RECITALS**

WHEREAS, the Company is the owner of U.S. Trademark "NEVER-NOT-WORKING" under U.S. Registration No. 4794328 (the "Trademark"); and

WHEREAS, the Company desires to transfer, and Yes Julz wishes to acquire, all right, title, and interest in and to the Trademark in perpetuity.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true, correct and incorporated herein.
2. **ASSIGNMENT.** Company does hereby irrevocably assign to Yes Julz all rights, title, and interest in and to the Trademark, including but not limited to, all rights to prepare derivative marks, all goodwill, and all other rights in connection therewith.
3. **ENTIRE AGREEMENT.** This Assignment 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.
4. **SEVERABILITY.** If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
5. **FURTHER ASSURANCES.** Yes Julz agrees to perform any further acts, and execute and deliver any documents that may be, reasonably necessary to carry out this Assignment.
6. **GOVERNING LAW.** This Assignment and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Florida. Venue for any legal proceedings shall be in Miami-Dade County, Florida.

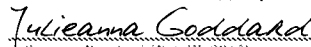
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties has executed and delivered this Agreement.

NEVER-NOT-WORKING LLC,  
an Ohio limited liability company

By:   
Howard Washington II (Oct 13, 2016)  
Print: Howard Washington II  
Title: CCEO/ Founder  
Date: Oct 13, 2016

YES JULZ LLC,  
a Florida limited liability company

By:   
Julieanna Goddard (Oct 17, 2016)  
Print: Julieanna Goddard  
Title: CEO  
Date: Oct 17, 2016