

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM455326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Il Postino, Inc.		07/14/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Upward Projects, LLC		
Street Address:	5210 N. Central Avenue, Suite 101		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85012		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87446178	IL POSTINO	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	trademark@proskauer.com		
Correspondent Name:	Maya L. Tarr		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	78082-001		
NAME OF SUBMITTER:	Maya L. Tarr		
SIGNATURE:	/Maya L. Tarr/		
DATE SIGNED:	12/20/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement ("Assignment") is made as of July 14, 2017, by and between Il Postino, Inc., a New York corporation with an address of 333 E. 49th Street New York, New York 10027 ("Assignor"), and Upward Projects, LLC, an Arizona Limited Liability Company, with an address of 5210 N. Central Avenue, Ste. 101, Phoenix, Arizona 85012 ("Assignee").

WHEREAS, Assignor is the owner of the right, title and interest in and to the IL POSTINO Mark and the trademark application covering the IL POSTINO Mark, with Application Serial No. 87/446,178 (the "Mark");

WHEREAS, Assignor and Assignee have entered into a Settlement Agreement, dated as of the date hereof (the "Settlement Agreement"); and

WHEREAS, pursuant to the Settlement Agreement, Assignor has agreed to transfer, assign and convey to Assignee, and Assignee has agreed to acquire from the Assignor, the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

1. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of the Assignor's right, title, and interest in and to (a) the Mark, (b) causes of action, both in law and in equity, for past, present, and future infringement and other violations concerning the Mark, (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (d) all rights corresponding to the foregoing throughout the world.

2. Assignor authorizes the U.S. Commissioner for Patents and Trademarks to record and register this Assignment upon Assignee's request.

3. Assignor further grants to Assignee the right to bring suit for and recover damages and all other relief for all infringements of and other violations concerning the Mark that have occurred prior to the date of this Assignment.

4. Assignor agrees to promptly execute all documents, assist in all proceedings, and take any further steps as Assignee may reasonably deem appropriate to effectuate the transfer of the Mark to Assignee and the perfection, registration, and recordation of the rights of Assignee thereto.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives as follows:

ASSIGNOR:

IL POSTINO, INC.

By: 

Name:

Title:

ASSIGNEE:

UPWARD PROJECTS, LLC

By: _____

Name:

Title:

6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives as follows:

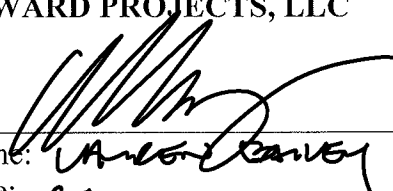
ASSIGNOR:

IL POSTINO, INC.

By: _____
Name:
Title:

ASSIGNEE:

UPWARD PROJECTS, LLC

By:  _____
Name: **Aaron Dancy**
Title: **CEO**