# CH \$40.00 39004

ETAS ID: TM464440

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILLSEQUENCE:2

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TED'S BULLETIN HOLDINGS, LLC		10/31/2017	Limited Liability Company:

### **RECEIVING PARTY DATA**

Name:	TED'S BULLETIN OPERATING, LLC		
Street Address:	1521 CONNECTICUT AVE		
City:	WASHINGTON		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Liability Company: D.C.		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3900402	TED'S BULLETIN

### **CORRESPONDENCE DATA**

Fax Number:

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:** 2024632400

**Email:** wdcip@seyfarth.com

**Correspondent Name:** Dean L. Fanelli **Address Line 1:** 975 F St. NW

Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Dean L. Fanelli
SIGNATURE:	/Dean L. Fanelli/
DATE SIGNED:	03/06/2018

### **Total Attachments: 4**

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### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT ("<u>Trademark Assignment</u>") effective October 31, 2017, is made by Ted's Bulletin Holdings, LLC, a Delaware limited liability company ("<u>Assignor</u>") in favor of Ted's Bulletin Operating LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark registration set forth on **Exhibit A** hereto (the "Assigned Trademark") in the U.S. (the "Territory"); and

WHEREAS, the Assignee desires to acquire from the Assignor the Assigned Trademark in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

- 1. <u>Assignment.</u> 1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the Assigned Trademark and all issuances, extensions, and renewals thereof, together with all goodwill associated with and/or symbolized by the Assigned Trademark and all registrations and applications for registration of the Assigned Trademark, and including, but not limited to, the following:
  - (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties, and conventions and otherwise throughout the world; and
  - (b) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

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- 3. Representations and Warranties. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in the Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory. The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the District of Columbia, without giving effect to any choice or conflict of law provision or rule (whether of the District of Columbia or any other jurisdiction).

[Signature page follows]

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IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first above written.

# ASSIGNOR:

# TED'S BULLETIN HOLDINGS, LLC

By: VO Leadership Inc, its Manager

By:

Steve Salis President

**ASSIGNEE**:

TED'S BULLETIN OPERATING LLC

By

Steve Salis

President

# Exhibit A

# **TRADEMARK**

# **TED'S BULLETIN**

Trademark: TED'S BULLETIN

Registration Number: 3900402 Application Number: 85043502

International Class: 043 U.S. Classes: 100, 101

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**RECORDED: 03/06/2018** 

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