

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vanguard Industries East, Inc		08/28/2018	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	U.S. Marine Corps		
Street Address:	Room 4B548 Pentagon		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20350		
Entity Type:	Agency Of The United States Government: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87896606	SEMPER FIDO	
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:	703 614 2173		
Email:	philip.greene@usmc.mil		
Correspondent Name:	Philip Greene		
Address Line 1:	Room 4B548 Pentagon		
Address Line 4:	Washington, D.C. 20350		
NAME OF SUBMITTER:	Philip Greene		
SIGNATURE:	/Philip Greene/		
DATE SIGNED:	08/28/2018		
Total Attachments: 2			
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CH \$40.00 87896606

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Vanguard Industries East, Inc., located at 1172 Azalea Garden Road, Norfolk, VA 23502 (the "Assignor"), and the U.S. Marine Corps, a component of the U.S. Department of the Navy, located at Room 4B548 Pentagon, Washington, DC 20350 (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in the trademark SEMPER FIDO, and the corresponding pending U.S. trademark application (U.S. Serial No. 87896606, hereinafter "the Trademark"), together with the goodwill of the business connected with and symbolized by the Trademark;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark;

WHEREAS, Assignee and Assignor are parties to a Trademark License Agreement, by which Assignor may make and sell merchandise bearing the trademarks of Assignee. Under the terms of the Trademark License Agreement referenced above, Assignor will be authorized to make and sell merchandise bearing the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any Trademarks included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor represents and warrants that:

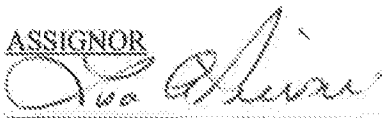
- a. Assignor owns the entire right, title and interest in and to the Trademark;
- b. Assignor has not licensed the Trademark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Trademark to any other person or entity;
- c. There are no liens or security interests against the Trademark;
- d. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- e. execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration referenced above to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic/digital (e.g., as a pdf or other similar file) transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first below written.

ASSIGNOR

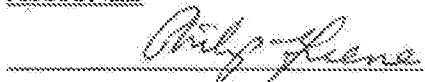

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By: Lisa Pieroni, Esq.

Title: Attorney for Assignor

Date: 8/28/18

ASSIGNEE


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By: Philip Greene

Title: Trademark Counsel, U.S. Marine Corps

Date: 8/28/2018