

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521323

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tristan G. Veneto		04/26/2019	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	The Urban Gentry Corp.
Street Address:	150-26 7th Avenue
City:	Whitestone
State/Country:	NEW YORK
Postal Code:	11357
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5279894	THE URBAN GENTRY CHANNEL

CORRESPONDENCE DATA

Fax Number: 3059677450
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: 3059677450
Email: janet.moreira@fisherbroyles.com
Correspondent Name: Janet C. Moreira
Address Line 1: 9480 NE 2nd Avenue
Address Line 2: Suite 65
Address Line 4: Miami Shores, FLORIDA 33138

NAME OF SUBMITTER:	Janet C. Moreira
SIGNATURE:	/Janet C. Moreira/
DATE SIGNED:	04/30/2019

Total Attachments: 5

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OP \$40.00 5279894

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of April ~~26~~, 2019, is made by Tristano G. Veneto, an individual, with an address of 32-82 42nd Street, Apt. B3, Astoria, New York 11103 (“**Assignor**”), in favor of The Urban Gentry Corp., a New York Corporation, located at 150-26 7th Avenue, Whitestone, NY 11357 (“**Assignee**”). Assignor and Assignee may be referred to individually as “party” or collectively as “parties.”

WHEREAS, Assignor is a shareholder in Assignee and is the owner of the mark THE URBAN GENTRY CHANNEL, subject of United States Trademark Registration No. 5279894;

WHEREAS, Assignor granted an oral, perpetual license to Assignee to use the THE URBAN GENTRY CHANNEL mark in connection with Assignee’s business in or about 5/12/2017 and maintained quality control of Assignee’s use of the mark;

WHEREAS, Assignor now desires to transfer ownership of any and all of Assignor’s right, title and interest of every kind and nature, in and to any and all trademarks, trade names, social media usernames, corporate names, domain names or service marks consisting of URBAN GENTRY, including without limitation, THE URBAN GENTRY CHANNEL, subject of U.S. Trademark Registration No. 5279894 (the “**Trademarks**”), to Assignee and Assignee desires to receive it;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated by reference herein as if restated herein in full.
2. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Trademarks (the “**Acquired Rights**”) including, without limitation:
 - a) all trademarks, trade names, social media names, corporate names, domain names, and service marks consisting of URBAN GENTRY, URBANGENTRY, and/or THE URBAN GENTRY CHANNEL, as set forth on Schedule 1, whether registered or unregistered, any trademark registrations and applications identified on Schedule 1, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - b) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach or default; and
 - c) any and all other 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;

- d) 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.

3. 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 IP 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 Acquired Rights to Assignee, or any assignee or successor thereto.

4. Mutual Release. Assignor and Assignee each specifically release, waive, and forever discharge the other party, its successors-in-interest, its past, present, and future assigns, officers, directors, subsidiaries, affiliates, and insurers, from any and all past claims, demands, actions, liabilities, and causes of action, of every kind and character, whether asserted or unasserted, whether known or unknown, suspected or unsuspected, in law or in equity, for or by reason of another, arising out of the Trademarks, and/or the use of the Trademarks by Assignee.

5. Counterparts. This IP 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 IP 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 IP Assignment.

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

7. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. The parties hereby consent to the exclusive jurisdiction of the state or federal courts located in Montgomery County, Pennsylvania and hereby waive any objection it may now or hereafter have to venue or to convenience of forum and agree that all disputes relating to or arising from the IP Assignment or any other agreement or document referred to herein shall be heard and determined only in any such court.

8. Independent Counsel. The parties agree that prior to signing this IP Assignment, each had an opportunity to counsel of its choosing review this IP Assignment and explain the rights and obligations hereunder and the legal effect of this IP Assignment. The parties agree and acknowledge they have signed this IP Assignment of their own free will and volition, with the full recognition and understanding of their rights and obligations under and the legal effect of this IP

Assignment.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

TRISTANO G. VENETO

By: 

Name: Tristano G. Veneto

Title: Individual Owner

Address for Notices: 32-82 42nd Street, Apt. B3,
Astoria, New York 11103

ACKNOWLEDGMENT


STATE OF NEW YORK)
COUNTY OF Queens)

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On the 25th day of April, 2019, before me personally appeared TRISTANO G. VENETO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

My Commission Expires: [DATE]

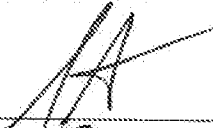



Notary Public

Printed Name: Albert Maimone

AGREED TO AND ACCEPTED:

THE URBAN GENTRY CORP.

By: 
Name: Giuseppe Miazzi
Title: President

Address for Notices: 150-26 7th Avenue,
Whitestone, NY 11357

ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF Queens

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On the 25th day of April, 2019, before me personally appeared Giuseppe Mazona, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of THE URBAN GENTRY CORP., a New York corporation, and acknowledged the instrument to be the free act and deed of THE URBAN GENTRY CORP. for the uses and purposes mentioned in the instrument.

My Commission Expires: [DATE]





Notary Public
Printed Name:

**SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
THE URBAN GENTRY CHANNEL	USA	5279894	09/05/2017

OTHER ACQUIRED RIGHTS:

Kind of Asset	Name
Common law trademark	THE URBAN GENTRY URBAN GENTRY #URBANGENTRY #URBANGENTRYCHANNEL
Domain names	
Social media usernames	
Corporate names	
Other	