TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM528062

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JK-Holding GmbH		05/22/2019	Corporation: GERMANY

RECEIVING PARTY DATA

Name:	Sundays Tanning Resort, Inc.
Doing Business As:	Sundays Blue Box
Street Address:	4336 Holland Road
City:	Virginia Beach
State/Country:	VIRGINIA
Postal Code:	23452
Entity Type:	Corporation: VIRGINIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3529067	BLUE BOX

CORRESPONDENCE DATA

Fax Number: 7573408442

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: 7573404500

Email: officemanager@tanstr.net

Kelli Tillson **Correspondent Name:**

Address Line 1: 4336 Holland Road

Address Line 4: Virginia Beach, VIRGINIA 23452

NAME OF SUBMITTER: **KELLI TILLSON** /KELLI TILLSON/ SIGNATURE: **DATE SIGNED:** 06/17/2019

Total Attachments: 3

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> TRADEMARK REEL: 006671 FRAME: 0557

TRADEMARK PURCHASE AGREEMENT

The following agreement (the "Agreement") is made as of May 22nd 201	9
(the "Effective Date"), by and between JK-Holding GmbH, a Gesellschaft mit beschränkter	
Haftung organized under the laws of Germany doing business at Köhlershohner Strasse 60,	
Windhagen, Germany 53578 (the "Seller") and Sundays Tanning Resort, Inc. a S Corporation	
corporation with address at 4336 Holland Road, Virginia Beach, VA 23452	(the
"Buyer""), collectively referred to as the "Parties."	

WHEREAS, the Parties agree as follows:

- 1. Intellectual Property. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, all of Seller's right, title, and interest of whatever kind together with the goodwill relating to the following assets on the terms and conditions set forth in this Agreement:
 - a. The BLUE BOX trademark, USPTO Registration No. 3,529,067 (hereinafter the "Trademark").
- 2. Price and Payment Terms. In consideration of the payment on the Effective Date of SEVEN THOUSAND DOLLARS (\$7,000.00), in immediately available funds (the "Purchase Price") by wire transfer to Seller's Account, per instructions provided, or by certified check made payable to "JK-Holding GmbH" Seller does hereby, sell, transfer, assign and deliver unto Purchaser all right, title and interest of Seller in and to the Trademark.
- 3. Transfer of Ownership. Upon receipt of the Purchase Price, Seller will do all of the following:
 - a. Execute and Deliver to Buyer a Trademark Assignment Agreement assigning all right, title, and interest and goodwill relating to the Trademark of whatever kind.
- 4. Limitation of Liability. Buyer agrees that Seller shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement, including, but not limited to, damages for lost profits, loss of use, lost data, loss of privacy, and damages to third parties. In no event shall Seller's liability for any and all claims against Seller under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by Buyer to Seller under this Agreement.
- 5. Modifications. This Agreement can be modified only in writing executed by both parties. Any attempts to modify these terms and conditions other than by written agreement are void and will not be valid or enforceable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first written above.

JK-Holding GmbH
By:
Print Name: Peter Althaus
Title: Chief Executive Officer
Dated:

TRADEMARK ASSIGNMENT AGREEMENT

Γhis Trademark Assignment Agreement is entered into and effective on this 22 nd day of May
2019. For good and valuable consideration, receipt and sufficiency of which is acknowledged,
K-Holding GmbH, organized under the laws of Germany doing business at Köhlershohner
Strasse 60, Windhagen, Germany 53578 (Assignor), hereby assigns all right, title and interest to
he following trademark registration in its entirety, to <u>Sundays Tanning Resort, Inc</u> a
S Corporation corporation with an address at 4336 Holland Road, Virginia Beach, VA 23452
Assignee):

Mark: BLUE BOX USPTO Registration No. 3,529,067

Assignor hereby conveys, transfers, and assigns to the Assignee all of Assignor's right, title, and interest in the mark together with the goodwill of the business symbolized by the trademark and all rights to sue for past, present and future infringement or misappropriations of the mark. This Assignment shall be recorded at the USPTO.

Assignor JK-Holding GmbH
By: JMOUN
Print Name: Peter Althaus
Title: Chief Executive Officer
Dated: 05/08/19

RECORDED: 06/17/2019

TRADEMARK REEL: 006671 FRAME: 0560