

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prodigiumx LLC		01/25/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Kevin Dang		
Street Address:	1313 Tofts dr		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88652248	DRVWY	
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:	669-342-7072		
Email:	support@thedriveway.us		
Correspondent Name:	Kevin Dang		
Address Line 1:	1691 Villa Stone Dr STE 40		
Address Line 4:	San Jose, CALIFORNIA 95125		
NAME OF SUBMITTER:	Kevin Dang		
SIGNATURE:	/Kevin Dang/		
DATE SIGNED:	01/25/2020		
Total Attachments: 5			
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Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 25 day of January, 2020 (the "Effective Date") by and between Prodigiumx LLC (the "Assignor"), a California Limited Liability Company located at 1691 VILLA STONE DR, SAN JOSE, CA, 95125 and Kevin Dang (the "Assignee"), a California Sole Proprietorship located at 1313 Tofts Dr, San Jose, California, 95131.

1. **Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: DRVWY

Application or Registration Number: 88652248

State of Registration: California

Date of Application or Registration: January 25, 2020

Description of Goods/Services: 025-Headwear, Pants, Shirts, Sweatshirts 035-on-line retail store services featuring headwear, apparel, fashion, and clothing accessories

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
3. **Consideration.** Assignee shall pay Assignor the sum of \$0.00, payable on January 25, 2020 in consideration for assignment of the Mark.
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.
5. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

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GENERAL INSTRUCTIONS

WHAT IS A TRADEMARK ASSIGNMENT AGREEMENT?

A Trademark Assignment Agreement is a written document that legally transfers a legally recognized word, phrase, symbol, and/or design (the "Trademark") from the trademark owner (the "Assignor") to the future trademark owner (the "Assignee"). Although intangible, a trademark is a valuable asset because customers instantly associate certain qualities with a recognized brand. A Trademark Assignment Agreement allows the trademark owner to properly transfer the goodwill of a business to another party.

WHY IS IT NEEDED?

A Trademark Assignment Agreement is commonly used to document a transfer of ownership of a trademark or service mark. A transfer of trademark ownership is often needed when a product or company is being sold or purchased by another person or organization.

Two types of trademarks can be transferred:

Federally Registered:

- Uses registered trademark symbol (R) or ®
- Formally registered with the USPTO
- Enhanced rights because the public is on notice
- Mark appears in the USPTO's Trademark Electronic Search System (TESS)

Common Law or Unregistered:

- Uses the trademark symbol (TM) or ™
- Uses the service mark symbol (SM) or ™
- Brand names and logos are automatically protected when a company uses the mark in the normal course of commerce

WHAT SHOULD BE INCLUDED

- Effective Date
- Trademark
- Assignor
- Assignee
- Consideration
- Warranties
- Signatures
- Notary Public

WHY USE A TRADEMARK ASSIGNMENT AGREEMENT

Without a Trademark Assignment Agreement, there is no clear record of who currently owns the mark. Trademarks are often part of a company valuable assets and should therefore be treated like property.

Examples of Assignors:

- Startup company
- Business being acquired
- Company winding down its assets

Examples of Assignees:

- Larger business
- Acquiring company
- Growing company
- Company merging with another

A simple Trademark Assignment Agreement should generally have at least the following:

- Who currently owns the trademark and who will be the new owner
- What the mark consists of and any associated registration numbers
- Where any future disputes will be handled ("Governing Law")
- When the trademark is officially transferred to the new owner
- Why the Assignor has the right to transfer the mark and associated goodwill
- How much the Assignee will pay to be the new owner of the mark