

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575257

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Skubana LLC		09/01/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Skubana Inc.		
<b>Street Address:</b>	15 W. 18th Street, # 17, 7th Fl.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10011		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88644694	DIRECT TO EVERYWHERE	
<b>Registration Number:</b>	5432255	ACCELERATE	
<b>Registration Number:</b>	5140384		
<b>Registration Number:</b>	5064392	SKUBANA	
<b>Registration Number:</b>	4808245	ORDERBOT	
<b>Registration Number:</b>	4701317	SKUBANA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	6465268261		
<b>Email:</b>	hip@hiplaw.com		
<b>Correspondent Name:</b>	Hillel I. Parness		
<b>Address Line 1:</b>	136 Madison Ave., 6th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	Skubana-Assignment		
<b>NAME OF SUBMITTER:</b>	Hillel I. Parness		
<b>SIGNATURE:</b>	/Hillel I. Parness/		
<b>DATE SIGNED:</b>	05/07/2020		

OP \$165.00 88644694

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of September 1, 2019, is made by Skubana LLC ("Assignor"), a Delaware Limited Liability Company located at 379 West Broadway New York, New York 10012, and Skubana Inc. ("Assignee"), a Delaware Corporation located at 15 W. 18<sup>th</sup> Street, #17, 7<sup>th</sup> Fl., New York, New York 10011.

WHEREAS, Assignor wishes to convey ownership of certain intellectual property assets to Assignee, and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof;

(b) 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;

(c) 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; and

(d) any and 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 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 to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, 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.

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

4. Governing Law. 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 State of New York, without giving effect to any choice or conflict of law provision or rule.

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

Skubana LLC (ASSIGNOR)

By: Chad Rubin

Name: Chad Rubin

Title: CEO

AGREED TO AND ACCEPTED:

Skubana Inc. (ASSIGNEE)


By: Chad Rubin

Name: Chad Rubin

Title: CEO

## Schedule I

## ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Serial No.	Registration No.	Assignor	Assignee
DIRECT TO EVERYWHERE	88644694	pending	Skubana LLC	Skubana Inc.
ACCELERATE	87574948	5432255	Skubana LLC	Skubana Inc.
	87025276	5140384	Skubana LLC	Skubana Inc.
skubana	87025274	5064392	Skubana LLC	Skubana Inc.
ORDERBOT	86524901	4808245	Skubana LLC	Skubana Inc.
SKUBANA	86234194	4701317	Skubana LLC	Skubana Inc.