OP \$40.00 5234058

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM584901

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 |
|------------------|----------|----------------|-------------|
| Ivan M Rodriguez | | 06/29/2020 | INDIVIDUAL: |

RECEIVING PARTY DATA

| Name: | DNVB, Inc. | |
|-------------------|-----------------------|--|
| Street Address: | 48 W. 21st St. | |
| Internal Address: | 6th FI. | |
| City: | New York | |
| State/Country: | NEW YORK | |
| Postal Code: | 10010 | |
| Entity Type: | Corporation: DELAWARE | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 5234058 | NOTHING NEW |

CORRESPONDENCE DATA

Fax Number:

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: 8323176761

Email: tm@beardandbarks.com

Correspondent Name: Justen S Barks
Address Line 1: P.O. Box 924188

Address Line 4: Houston, TEXAS 77292

| ATTORNEY DOCKET NUMBER: | 19.120.310 |
|-------------------------|-------------------|
| NAME OF SUBMITTER: | Justen S. Barks |
| SIGNATURE: | /Justen S. Barks/ |
| DATE SIGNED: | 07/06/2020 |

Total Attachments: 2

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TRADEMARK REEL: 006991 FRAME: 0050

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of <u>June 29th, 2020</u> ("Effective Date"), is by and between Ivan M. Rodriguez, an individual residing at 50 Hobart Ave., San Mateo, CA 94401 ("Assignor"), to DNVB, Inc., a corporation organized under the laws of the State of Delaware, with a principal place of business at 48 W. 21st St., New York, NY 10010 ("Assignee").

RECITALS:

- A. Assignor is the holder of the supplemental trademark registration for "NOTHING NEW," which is the subject of U.S. Trademark Registration No. 5234058, identifying "Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Athletic pants; Athletic shirts; Athletic shorts; Button down shirts; Clothing for athletic use, namely, padded pants; Graphic T-shirts; hooded sweat shirts; Knit shirts; Long-sleeved shirts; Polo shirts; Rugby shirts; Shirts and short-sleeved shirts; Short-sleeved or long-sleeved t-shirts; Short-sleeved shirts; Sport shirts; Sweat shirts; T-shirts; Tee shirts; Wearable garments and clothing, namely shirts; Woven shirts; Woven shirts for leisure" in International Class 25, claiming a date of first use of January 7, 2016 (the "Assigned Trademark").
- B. Assignee seeks to acquire all right, title and interest in and to the Assigned Trademark, and the parties wish to record such assignment in the United States Patent and Trademark Office.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment. As of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to Assignee and Assignee accepts all right, title and interest of the Assignor in and to: (i) the Assigned Trademark, together with the goodwill of the business symbolized by the Assignment; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Assigned Trademark; (iv) all income, royalties, damages, claims, and payments now or in the future due or payable under and with respect to the Assigned Trademark, including, without limitation, damages, claims, and payments for past and future infringements of the Assigned Trademark; (v) all rights to sue for past, present, and future infringements of the above, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the above throughout the world; and (vii) the right to assign the rights conveyed here, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
- 2. Governing Law; Jurisdiction. This Assignment will be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademarks issues, and (ii) in all other respects, including as to validity (except for trademarks issues), interpretation and effect, by the laws of the State of New York without giving effect to the conflict of laws rules thereof. Assignee and Assignor submit to the exclusive personal jurisdiction of the State of New York, for all purposes in connection with any action or interpretation of this Assignment, and any claim or cause arising from or in connection with this Assignment between Assignor and Assignee will be exclusively filed in a court of competent jurisdiction in the state and federal courts of New York City, New York County, New York.
- **3**. **Counterparts.** This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
- **4. Miscellaneous.** This Assignment is subject to all the terms and conditions of the DNVB-Rodriguez Final Settlement Agreement. The parties intend that this Assignment is for recordation purposes and its terms will not modify the applicable terms and conditions of the DNVB-Rodriguez Final Settlement Agreement.
- 5. **Recordation.** Assignee shall bear all costs associated with effectuating and recording this Assignment.

Intending to be legally bound, the undersigned have executed this Assignment as of the date first written above.

TRADEMARK REEL: 006991 FRAME: 0051 Ivan M. Rodriguez Assignor

Representative DNVB, Inc.

Assignee

TRADEMARK **REEL: 006991 FRAME: 0052**

RECORDED: 07/06/2020