# OP \$40.00 5784605

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM652135

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nido Interiors Inc.		06/04/2021	Corporation: CANADA

### **RECEIVING PARTY DATA**

Name:	BECC Worldwide LLC	
Street Address:	42 ELMWOOD LN	
City:	DANIELSON	
State/Country:	CONNECTICUT	
Postal Code:	06239	
Entity Type:	Limited Liability Company: CONNECTICUT	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5784605	NIDO NEST

### **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.

Email: info@nidointeriors.com
Correspondent Name: Nido Interiors Inc.
Address Line 1: 91 Harcourt Road SW

Address Line 4: Calgary, Alberta, CANADA T2V3E2

NAME OF SUBMITTER:	Nicole Sadinsky
SIGNATURE:	/Nicole Sadinsky/
DATE SIGNED:	06/07/2021

**Total Attachments: 2** 

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TRADEMARK REEL: 007318 FRAME: 0929

# **Trademark Assignment Agreement**

This Trademark Assignment Agreement (this "Agreement") is entered into as of June 4, 2021 (the "Effective Date") by and between NIDO Interiors Inc. (the "Assignor"), a Corporation located at 91 Harcourt Rd SW, Calgary AB T2V 3E2 Canada and BECC Worldwide LLC (the "Assignee"), a Connecticut Limited Liability Company located at 42 Elmwood Ln, Danielson, Connecticut, 06239.

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: NIDO NEST

Application or Registration Number: 5784605

Date of Application or Registration: June 25, 2019

Description of Goods/Services: IC 035. US 100 101 102. G & S: Retail store services featuring children's 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. **Execution and Delivery.** 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.
- 4. 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.

TRADEMARK REEL: 007318 FRAME: 0930

- 5. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
- 6. Modification and Waiver. This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing
- 7. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
- 8. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Connecticur, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Connecticut for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
- Successors and Assigns. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

NIDO Interiors Inc.

By: \_\_

Name: Nicole Sadinsky

Title: Director

**BECC Worldwide LLC** 

Name: Angela Rotain

Title: Director

RECORDED: 06/07/2021