# OP \$90.00 90120501

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM664862

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

### **CONVEYING PARTY DATA**

Name	Name Formerly		Entity Type	
KI2, LLC		08/03/2021	Limited Liability Company: FLORIDA	

### **RECEIVING PARTY DATA**

Name:	Keen Intellect LLC	
Street Address:	526 Argyle Forest Blvd,	
Internal Address:	Ste. B2326	
City:	Jacksonville	
State/Country:	FLORIDA	
Postal Code:	32222	
Entity Type:	Limited Liability Company: FLORIDA	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	90120501	KEEN INTELLECT
Serial Number:	90120503	
Serial Number:	90120504	SIMPLE MOTIVATION

### **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:** 9049551977

**Email:** trademarks@wilsondutra.com

**Correspondent Name:** Fernando A. Dutra **Address Line 1:** 7643 Gate Parkway

Address Line 2: Suite 10489

Address Line 4: Jacksonville, FLORIDA 32256

NAME OF SUBMITTER:	Fernando A. Dutra
SIGNATURE:	/Fernando A. Dutra/
DATE SIGNED:	08/04/2021

**Total Attachments: 3** 

source=Assignment KI2, LLC to Keen Intellect LLC\_Signed#page1.tif

TRADEMARK REEL: 007378 FRAME: 0319 source=Assignment KI2, LLC to Keen Intellect LLC\_Signed#page2.tif source=Assignment KI2, LLC to Keen Intellect LLC\_Signed#page3.tif

TRADEMARK REEL: 007378 FRAME: 0320

# TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment") is made as of the effective date below, by KI2, LLC, a Florida Limited Liability Company, with an address at 10511 McGirts Creek Dr., Jacksonville, Florida 32221 ("Assignor") in favor of Keen Intellect LLC, a Florida Limited Liability Company, with an address at 9526 Argyle Forest Blvd, Ste B2326, Jacksonville, FL 32222 ("Assignee").

Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registrations and applications listed in Appendix A attached to this Trademark Assignment, including any common law trademark rights therefor (the "Marks"); and

- 1. Assignment. For good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged. Assignor does sell, assign, transfer and set over to Assignee, Assignor's entire right, title, and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment and sale had not been made; together with all income, royalties, or payments due or payable as of the effective date of this Trademark Assignment or thereafter, including all claims for damages by reason of past, present, or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
- 2. Recordation and Further Actions. Assignee authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignor. Following the execution date below, 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. <u>Governing Law; Venue.</u> This Trademark Assignment is deemed executed and delivered within the State of Florida, and it is the intention of the parties that it shall be construed, interpreted, and applied in accordance with the laws of the State of Florida without regard to its conflicts of law principles.

TRADEMARK
REEL: 007378 FRAME: 0321

- 4. <u>Counterparts.</u> This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment on this

Tagday of

2 Ogganization

KI2, LLC

By: \_\_\_\_\_\_ C

Title: Manager

# APPENDIX A

# MARKS

WD Reference No.	Application No.	Mark	Filing Date	Registration No.	Registration Date
KNIT0001WM	90120501	Keen Intellect	8/18/2020		
KNIT0002LO	90120503		8/18/2020		
KNIT0003SL	90120504	Simple Motivation	8/18/2020		

3

TRADEMARK REEL: 007378 FRAME: 0323