# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM679225

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
SEQUENCE:	3	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Xara Soccer, Inc.		09/16/2021	Corporation:

### **RECEIVING PARTY DATA**

Name:	Kittrich Corporation	
Street Address:	1585 West Mission Blvd.	
City:	Pomona	
State/Country:	CALIFORNIA	
Postal Code:	91766	
Entity Type:	Corporation: CALIFORNIA	

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

Property Type	Number	Word Mark
Serial Number:	90356813	XARA
Serial Number:	90356862	X
Registration Number:	4557720	SOCCER SAFE

#### **CORRESPONDENCE DATA**

7147362000 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: 714-736-1044 markc@kittrich.com Email:

Mark A. Calkins **Correspondent Name:** 

Address Line 1: 1585 West Mission Blvd. Pomona, CALIFORNIA 91766 Address Line 4:

NAME OF SUBMITTER: Mark A. Calkins **SIGNATURE:** //Mark A. Calkins//

**DATE SIGNED:** 10/06/2021

**Total Attachments: 3** 

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> **TRADEMARK** REEL: 007444 FRAME: 0316

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ([Assignment]) is entered into and made effective as of the day of September, 2021 ([Effective Date]) by and between Xara Soccer, Inc., a California corporation with a principal business address of 1021 Calle Recodo, San Clemente, CA 92673, (herein, [Assignor]) and Kittrich Corporation, a California corporation with a principal business address of 1585 West Mission Blvd., Pomona, CA 91766 (herein, [Assignee]).

WHEREAS, Assignor owns the Trademarks recited on | Schedule A: |attached (herein referred to as the | Trademarks |); and

WHEREAS, Assignee desires to acquire the Trademarks from Assignor, and Assignor desires to assign, transfer and convey the Trademarks to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. ASSIGNMENT. Assignor has assigned, transferred and conveyed and does hereby assign, transfer and convey unto Assignee, and its successors, assigns and legal representatives, all right, title and interest in and to the Trademarks together with that part of the assets, business and goodwill of Assignor connected with the use of and symbolized by the Trademarks, and all marks similar to the Trademarks and used anywhere in the world, and all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect damages.
- 2. FURTHER ASSURANCES. Assignor agrees that, when requested, it will, at Assignee's reasonable cost and expense, sign all papers, produce all documents affirming use in interstate commerce, take all rightful oaths, and do all acts that may be reasonably necessary, desirable or convenient for securing and maintaining the Trademarks and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
- 3. NO CHALLENGE. Assignor agrees not to challenge or assist or cooperate with any third party in challenging or in taking any position contrary to or inconsistent with Assignee's sole and exclusive rights in and to the Trademarks or the validity of Assignee's ownership thereof.
- 4. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, each party has executed this agreement by its duly authorized representative on the Effective Date.

XARA SOCCER, INC.		KITTRICH CORPORATION /			
By: Relikar	Ву:	NAU			
Name: Rod Wilger	Name:	MASK B. COLKINS			
Title: Chairman of the Brown	Title	VICE PRESIDENT			

# SCHEDULE A

# TRADEMARK ASSIGNMENT

Owner	Trademark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date
Xara Soccer, Inc.	XARA	Pending	90/356,813	Dec. 3, 2020	N/A	N/A
Xara Soccer, Inc.	X & Design	Pending	90/356,862	Dec. 3, 2020	N/A	N/A
Xara Soccer, Inc.	SOCCER SAFE	Active	86/138,466	Apr. 21, 2014	4,557,720	Jun. 24, 2014

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TRADEMARK REEL: 007444 FRAME: 0319