

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Derrick Franklin		10/17/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Street Military		
Street Address:	13165 West Lake Houston Pkwy #1011		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77044		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6485948	STREET MILITARY BRAND 40 BLOCKS "800"	
CORRESPONDENCE DATA			
Fax Number:	9362336437		
<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>			
Phone:	2816873317		
Email:	attycross@thecrossfirm.com		
Correspondent Name:	Leslie Warren Cross, Jr., Esq.		
Address Line 1:	11601 Shadow Creek Parkway		
Address Line 2:	Suite 111 #658		
Address Line 4:	Pearland, TEXAS 77584		
NAME OF SUBMITTER:	Derrick Franklin		
SIGNATURE:	/Derrick Franklin/		
DATE SIGNED:	10/20/2021		
Total Attachments: 9			
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STREET MILITARY, LLC.

13165 West Lake Houston Pkwy #1011
Houston, Texas 77044

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and effective as of 10/17, 2021 ("Effective Date") by and between DERRICK FRANKLIN, [an individual] (the "Assignor") with an address of 911 Cove Crest Trail, Fresno, Texas 77545 and STREET MILITARY, LLC., with an operating address of 13165 West Lake Houston Pkwy #1011, Houston, Texas 77044 a registered Texas Limited Liability Corporation (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor has created and has registered the Trademark under Federal Registration Number 6485948 (hereinafter referred to as the "Mark") more particularly described in Schedule 1 attached hereto and made a part hereof; and

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Registered Mark; and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Registered Mark; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF THE REGISTERED MARK.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Registered Mark referred to in Schedule 1 hereto, together with all of the exclusive rights granted to the owner of a TRADEMARK under federal law, including but not limited to all rights to reproduce, publish, adapt, modify, distribute, create derivative works based on the Registered

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Mark, display, publicize, and transmit (digitally or otherwise) the Registered Mark.

- (b) the registration and application for registration of such Registered Mark, and any renewals or extensions thereof;
- (c) all goodwill and moral rights in and to the Registered Mark;
- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Registered Mark including, without limitation, damages and payments for past or future infringements and misappropriations of the Registered Mark; and
- (e) all rights to sue for past, present, and future infringements or misappropriations of the Registered Mark.

2. CONSIDERATION.

As consideration for the assignment of the Registered Mark and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of One Hundred dollars (\$ 100.00), to be paid within Ten (10) days of the Effective Date (the "Consideration").

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that:

- (a) The Assignor is the sole owner of all right, title, and interest in and to the Registered Mark;
- (b) The Registered Mark is original, is not in the public domain, is not plagiarized, and does not contain anything that is libelous or obscene;
- (c) The Assignor has not assigned, transferred, licensed, pledged, or otherwise encumbered the Registered Mark or agreed to do so;
- (d) The Assignor has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (e) The Assignor is not aware of any violation, infringement, or misappropriation of any third party's rights or any claims of rights (including existing intellectual property rights, rights of privacy, or any other rights) by the Registered Mark;

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- (f) The Assignor is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment; and
- (g) The Assignor was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Registered Mark purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Registered Mark and/or any associated TRADEMARK registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

6. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Registered Mark for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the

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Registered Mark, reasonably necessary to record the assignment in the United States [and throughout the world];

- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States [and throughout the world]; and
- (c) execute all lawful papers reasonable and necessary for Assignee to obtain a TRADEMARK on the Registered Mark and/or on any continuing, divisional, or reissue applications thereof.

7. NO FURTHER USE OF REGISTERED MARK.

After the Effective Date, the Assignor agrees to make no further use of the Registered Mark or any derivatives thereof, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Registered Mark.

8. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

9. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

10. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

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If to the Assignor:

Derrick Franklin
911 Cove Crest Trail
Fresno, TX 77545
Email: DarealFlea2020@gmail.com

If to the Assignee:

Street Military, LLC
13165 W Lake Houston #1011
Houston, Texas 77044
Email: Kennethmcgee@streetmilitary.com

With a Copy to Assignee's Legal Counsel

The Cross Firm, P.C.

11601 Shadow Creek Parkway, Suite 111 #658
Pearland, Texas 77584
Email: Attycross@thecrossfirm.com

11. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Texas. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

12. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

13. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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14. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

15. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

16. INDEPENDENT LEGAL COUNSEL.

ASSIGNOR ACKNOWLEDGES AND AGREES THAT ASSIGNOR HAS READ THIS AGREEMENT AND HAS BEEN ADVISED BY ASSIGNEE OF THE SIGNIFICANT IMPORTANCE OF RETAINING AN INDEPENDENT ATTORNEY OF ASSIGNOR'S CHOICE TO REVIEW THIS AGREEMENT ON ASSIGNOR'S BEHALF. ASSIGNOR ACKNOWLEDGES AND AGREES THAT ASSIGNOR HAS HAD THE UNRESTRICTED OPPORTUNITY TO BE REPRESENTED BY AN INDEPENDENT ATTORNEY. IN THE EVENT OF ASSIGNOR'S FAILURE TO OBTAIN AN INDEPENDENT ATTORNEY OR WAIVER THEREOF, ASSIGNOR HEREBY WARRANTS AND REPRESENTS THAT ASSIGNOR WILL NOT ATTEMPT TO USE SUCH FAILURE AND/OR WAIVER AS A BASIS TO AVOID ANY OBLIGATIONS UNDER THIS AGREEMENT, OR TO INVALIDATE THIS AGREEMENT OR TO RENDER THIS AGREEMENT OR ANY PART THEREOF UNENFORCEABLE.

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IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

DERRICK FRANKLIN

Derrick Franklin

Signature

Derrick Franklin

Printed Name

ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of Texas)

County of Harris)

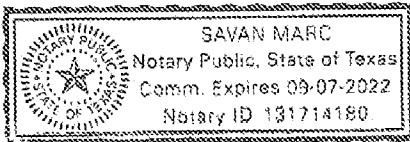
On this 17 day of October, 2021, before me, the undersigned Notary Public, personally appeared before me Derrick Franklin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the ASSIGNOR and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

Savan Marc
10/17/21
09/07/2022

My Commission Expires: _____



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DERRICK FRANKLIN (Assignor)

(Seal)

ASSIGNEE

STREET MILITARY, LLC

Kenneth Mc Gee
Authorized Signature

Kenneth Mc Gee
Printed Name

Title: Administrator

ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of Texas)
County of Harris)

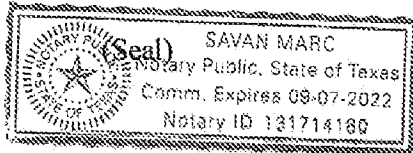
On this 17 day of October, 2021, before me, the undersigned Notary Public, personally appeared before me Kenneth Mc Gee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the Administrator of the ASSIGNEE and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____

[Handwritten Signature]
09/07/2022



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SCHEDULE 1

LIST OF WORK TRANSFERRED

TRADEMARK Identity	International Class Designation	TRADEMARK Federal Registration Number	Date of Registration
Street Military Brand (Logo)	025	6485948	September 14, 2021

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