

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900674034
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sevenarts Ltd.		12/20/2021	Corporation: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Chalk & Vermilion, L.L.C.
Street Address:	55 Old Post Road
Internal Address:	#2
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Limited Liability Company: CONNECTICUT

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6136144	ERTE
Registration Number:	1244391	ERTE
Registration Number:	3319451	ERTE
Registration Number:	1796345	ERTE
Registration Number:	1729144	ERTE
Registration Number:	1743169	ERTE
Registration Number:	1796405	ERTE
Registration Number:	1616396	ERTE

CORRESPONDENCE DATA

Fax Number: 9142880023

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: 9142880022

Email: tmdocket@leasonellis.com

Correspondent Name: YUVAL MARCUS

Address Line 1: One Barker Avenue

Address Line 2: Fifth Floor
Address Line 4: White Plains, NEW YORK 10601

NAME OF SUBMITTER: Michelle Levin

SIGNATURE: /michelle levin/

DATE SIGNED: 04/01/2022

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of December 20, 2021 is made by SEVENARTS LTD., a United Kingdom corporation with a principal place of business at 237 Bramble Road, Benfleet, Essex SS72UU, UK (“**Sevenarts**” or “**Seller**”), in favor of CHALK & VERMILION, L.L.C. (“**C&V LLC**” or “**Buyer**”), a Connecticut limited liability company with a principal place of business at 55 Old Post Road #2, Greenwich, Connecticut 06830, the purchaser of certain assets of Seller pursuant to the INTELLECTUAL PROPERTY PURCHASE AGREEMENT between Buyer, on the one hand, and Seller dated as of December 20, 2021 (the “**IP Purchase Agreement**”).

WHEREAS, under the terms of the IP Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) all trademarks, whether registered or unregistered, including the trademark registrations set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(c) any and all claims and causes of action with respect to any of the foregoing, accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default.

2. Recordation and Further Actions. Seller hereby 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 Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to

effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the IP Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the IP Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Purchase Agreement and the terms hereof, the terms of the IP Purchase Agreement shall govern.

4. Counterparts. 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. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment shall be deemed to be made and entered into in the State of New York, and shall in all respects be interpreted, enforced and governed under the laws of New York. The Parties agree that venue for any litigation brought to enforce this Trademark Assignment shall lie exclusively with the Supreme Court of the State of New York, County of New York or the Southern District of New York.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SEVENARTS LTD.

By: 
Ray Perman, President

CHALK & VERMILION, L.L.C.

By: _____
David Rogath, Manager

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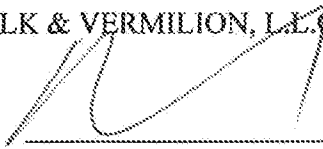
6. Governing Law. This Trademark Assignment shall be deemed to be made and entered into in the State of New York, and shall in all respects be interpreted, enforced and governed under the laws of New York. The Parties agree that venue for any litigation brought to enforce this Trademark Assignment shall lie exclusively with the Supreme Court of the State of New York, County of New York or the Southern District of New York.

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