# OP \$40.00 6268020

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM754118

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Edgar Mendez		07/14/2022	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Any Means Necessary	
Street Address:	526 S. Main Street, Suite 502	
City:	Akron	
State/Country:	OHIO	
Postal Code:	44311	
Entity Type:	Limited Liability Company: OHIO	

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

Property Type	Number	Word Mark	
Registration Number:	6268020	BY ANY MEANS NECESSARY	

### **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:** 216-781-1212

Email: Trademarks@walterhav.com

Correspondent Name: James J. Pingor

Address Line 1: 1301 E. Ninth St., Suite 3500

Address Line 2: The Tower at Erieview
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	33295-003US902
NAME OF SUBMITTER:	James J. Pingor
SIGNATURE:	/James J. Pingor./
DATE SIGNED:	09/08/2022

### **Total Attachments: 4**

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# Exhibit A TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of this day of on the year 2022, is made by and between Edgar Mendez ("Assignor"), an individual located at 4000 Massachusetts Ave. NW Apt. 1505 Washington, District of Columbia, 20016, in favor of Any Means Necessary, LLC ("Assignee"), a limited liability company organized in the State of Ohio, located at 526 S. Main Street, Suite 502 Akron, Ohio 44311. Hereafter, collectively referred to as the "Parties".

WHEREAS, Assignor consents and agrees that it is its intent to convey, transfer, and assign to Assignce, all right, title, and interest in and to Assignee the trademark listed in Schedule 1, in addition to the goodwill symbolized thereby;

WHEREAS, Assignee consents and agrees that it is its intent to acquire all right, title, and interest in and to the trademark listed in Schedule 1, in addition to the goodwill symbolized thereby;

WHEREAS, the Parties agree 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, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties that Assignor hereby assigns and Assignee hereby acquires all right, title, and interest in and to the trademark listed in Schedule 1, and all other related intellectual property, throughout the world, together with all derivations thereof and including all goodwill associated therewith, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such trademark and other assigned rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur, the Parties agree as follows:

- 1. <u>Assignment.</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
  - (a) the trademark registration set forth in **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;
  - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds as of the date of the signing of this document below or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages,

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restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. Recordation and Further Actions. Assignor 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 Assignee. Following the date hereof, upon Assignee's reasonable request, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.
- 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.
- 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>Governing Law.</u> This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

SIGNATURE PAGE FOLLOWS

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

EDGAR MENDEZ (Assignor)

Signature

Printed Name

DWNUC

Title

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

ANY MEANS NECESSARY, LLC (Assignee)

Signature

Michael Nemitz

Printed Name

Co-Owner

Title

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### SCHEDULE 1 Assigned Trademark

Trademark Registration

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Mark	Jurisdiction	Registration Number	Registration Date
BY ANY MEANS NECESSARY	U.S.A.	6,268,020	Feb. 09, 2021

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**RECORDED: 09/08/2022** 

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