# CH \$40.00 970583

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM817049

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

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sustainability Ideas, LLC		06/08/2023	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Calculus, Inc.	
Street Address:	3015 E. Los Gatos Dr.	
City:	Phoenix	
State/Country:	ARIZONA	
Postal Code:	85050	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	97058321	CALCULUS

### **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:** 312.463.6255

**Email:** hmaynard@polsinelli.com, ldayton@polsinelli.com

Correspondent Name: Hillary E. Maynard Address Line 1: PO Box 140310

Address Line 4: Kansas City, MISSOURI 64114-0310

NAME OF SUBMITTER:	Hillary E. Maynard
SIGNATURE:	/Hillary E. Maynard/
DATE SIGNED:	06/13/2023

**Total Attachments: 3** 

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TRADEMARK REEL: 008098 FRAME: 0929

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### TRADEMARK ASSIGNMENT

This Trademark Assignment (the "<u>Assignment</u>"), dated as of June <u>8</u>, 2023 (the "<u>Effective Date</u>"), is between Sustainability Ideas, LLC, a Delaware limited liability company with a principal place of business at 3015 E. Los Gatos Dr., Phoenix, AZ 85050 ("<u>Assignor</u>"), and Calculus, Inc., a Delaware corporation with a principal place of business at 3015 E. Los Gatos Dr., Phoenix, AZ 85050 (<u>Assignee</u>"). Each of Assignor and Assignee may be referred to in this Assignment individually as a "**Party**" and, collectively, as the "**Parties**".

WHEREAS, Assignor is the owner of U.S. Trademark Application Serial No. 97/058,321 for the mark CALCULUS in connection with "Pajamas; Sweaters; Sweatpants; Athletic shorts; Athletic skirts; Athletic tights; Athletic tops and bottoms for men and women; Bandanas; Bikinis; Bodysuits; Bottoms as clothing; Bottoms as clothing for babies, adults, children, and women; Camisoles; Capri pants; Capris; Coats; Custom made to measure suits for men and women; Dance costumes; Dance pants; Denim jackets; Denim pants; Denim skirts; Dresses; Gym shorts; Gym suits; Hoodies; Jackets; Jeans; Jeggings; Jerseys; Jumpsuits; Kimonos; Leg warmers; Leggings; Leotards; Leotards and tights for women, men and children of nylon, cotton or other textile fibers; Loungewear; Moisture-wicking sports bras; Moisture-wicking sports pants; Moisture-wicking sports shirts; Nightgowns; Pajama bottoms; Pajamas treated with fire and heat retardants; Panties; Panties, shorts and briefs; Pants; Sandals; Saris; Scarfs; Scarves; Shirts; Shoes; Shorts; Skirts; Sleep masks; Sleeping garments; Sleepwear; Sleepwear treated with fire and heat retardants; Socks; Sports bra; Sweatshirts; Swim wear; Swim suits; Swim trunks; T-shirts; Tank-tops; Tights; Tops as clothing; Tops as clothing for babies, adults, children, and women; Tube dresses; Tube skirts; Tube tops; Tunics; Turbans; Underwear; Vests; Wearable blankets in the nature of blankets with sleeves; Wearable garments and clothing, namely, shirts; Wetsuits; Yoga pants; Yoga shirts; Yoga socks; Yoga tops; Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Athletic sweaters; Ballroom dancing uniforms; Clothing for athletic use, namely, padded shirts; Clothing, namely, cowls and smoke ring scarves; Clothing, namely, neck tubes; Collared shirts; Detachable neckpieces for kimonos (haneri); Full-length kimonos (nagagi); Graphic T-shirts; Hooded sweatshirts; Hooded sweat shirts; Long underwear; Maternity sleepwear; Neck scarfs; Neck scarves; Open-necked shirts; Pleated skirts for formal kimonos (hakama); Ramie shirts; Sash bands for kimono (obi); Short overcoat for kimono (haori); Silk scarves; Sleeveless jerseys; Sport shirts; Sports jerseys; Sports shirts with short sleeves; Tee-shirts; Tightening-up strings for kimonos (datejime); Turtle neck shirts; Turtleneck sweaters; Undershirts for kimonos (juban); Undershirts for kimonos (koshimaki); Waist strings for kimonos (koshihimo); Women's athletic tops with built-in bras; Wrap belts for kimonos (datemaki)" in International Class 25 (the "Trademark"); and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Trademark, together with the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. <u>Assignment</u>. Assignor does hereby sell, assign, transfer and set over to Assignee the Assignor's entire right, title and interest in and to the Trademark together with the Assignor's

TRADEMARK
REEL: 008098 FRAME: 0930

goodwill in connection with which the Trademark is used, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Trademark due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. The Trademark is being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

- 2. <u>Recordation and Further Actions</u>. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all documentation as may be reasonable required) in the recordation of this Assignment in the United States and any applicable jurisdiction.
- 3. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the applicable Laws of the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.
- 4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.
- 5. <u>Binding Agreement</u>. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

Signature Page Follows

TRADEMARK REEL: 008098 FRAME: 0931 The Parties have caused this Assignment to be signed and executed by their respective undersigned officers thereunto duly authorized on the date first written above.

**ASSIGNOR** 

SUSTAINABILITY IDEAS, LLC

By: Molianalax mi Indramolian

Name: Mohanalaxmi Indramohan

Title: Manager

**ASSIGNEE** 

CALCULUS, INC.

By: Mohanalax mi Indramohan

Name: Mohanalaxmi Indramohan

Title: President

Signature Page to Trademark Assignment

**RECORDED: 06/13/2023** 

TRADEMARK
REEL: 008098 FRAME: 0932