# OP \$115.00 85477787

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ronic Version v1.1 ETAS ID: TM828373

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brand Betty Inc.		04/25/2023	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Brand Betty Inc.	
Street Address:	3139 Meadows Drive	
City:	Park City	
State/Country:	UTAH	
Postal Code:	84060	
Entity Type:	Corporation: UTAH	

# **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	85477787	
Serial Number:	97006055	BETTY DESIGNS
Serial Number:	97426220	DO EPIC SHIT
Serial Number:	97006032	BAD ASS IS BEAUTIFUL

# **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.

**Email:** john@johngibsonlaw.com

Correspondent Name: John Gibson
Address Line 1: 668 N Coast Hwy

Address Line 2: 226

Address Line 4: Laguna Beach, CALIFORNIA 92651

NAME OF SUBMITTER:	John Gibson
SIGNATURE:	/John Gibson/
DATE SIGNED:	07/31/2023

### **Total Attachments: 4**

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TRADEMARK REEL: 008152 FRAME: 0958

### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of April 25, 2023 between the following two parties.

"Assignor": Brand Betty Inc., a California corporation Legal Address: 1806 Somerset Ave., Encinitas, CA 92007

"Assignee": Brand Betty Inc., a Utah corporation Legal Address: 3139 Meadows Dr., Park City, UT 84060

WHEREAS, the Assignor, an individual owns the trademark(s) as defined in Appendix 1 (the "Trademark");

WHEREAS, the Assignee is a corporation registered under the laws of Utah;

WHEREAS, the Assignor agrees to assign the Trademark to the Assignee and the Assignee agrees to accept the assignment of the Trademark.

NOW, THEREFORE, through mutual negotiation, the parties hereto agree as follows:

- 1. Transfer of Trademarks. The Assignor hereby sells, assigns, transfers and conveys to Assignee the whole and complete right, title and interest in and to the Trademarks that has been or may be granted in the United States and any foreign countries, together with the good will of the business symbolized by the Trademarks. This Agreement includes any goodwill of any business related to products or services on which the Trademark has been used and for which it is registered. This Agreement also includes any and all royalties, income, or other such fees (which may include damages or fees for infringement) due or payable to Assignor regarding the Trademarks. Under the terms of this Agreement, Assignee is specifically able to bring any actions for infringements of the Trademarks, even if the infringement took place before the effective date of this Agreement. Assignor agrees to completely cease use of the Trademarks or any confusingly-similar Trademarks. Assignor will not challenge Assignee's rights in the Trademarks.
- Registration Fees. The registration for the change of the registered owner of the Trademark shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.
- 3. Representations and Warranties
  - a. The Assignor hereby represents and warrants as follows:
    - i. the Assignor has the exclusive ownership of the Trademark and no rights or equity of any third party is prejudiced due to the using of the Trademark. There is no litigation or any other disputes arising from or relating to the Trademark.

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- ii. once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.
- b. The Assignee hereby represents and warrants as follows:
  - i. The Assignee is a wholly owned company duly registered and validly existing under the laws of Utah.
  - ii. The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and governmental bodies necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
  - iii. Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.
- Effective Date and Term. This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.
- 5. Settlement of Disputes. The parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation within 30 days after one party asks for consultation. In case no settlement can be reached through consultation, each party can submit such matter to arbitration. The arbitration shall follow the current rules of the American Arbitration Association and shall take place in San Diego County, California. The arbitration award shall be final and binding upon the parties and shall be enforceable in accordance with its terms.
- Applicable Law. The validity, interpretation and implementation of this Agreement shall be governed by the laws of California.
- 7. Amendment and Supplement. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
- 8. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.
- Appendices. The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

**ASSIGNOR** 

BRAND BETTY INC., a California corporation

Kristin Mayer, President/CEO

**ASSIGNEE** 

BRAND BETTY INC., a Utah corporation

Kristin Mayer, President/CEO

# Appendix 1 Trademark Description

Description: Skull and Butterfly logo

USPTO Serial #: 85477787 Registration #: 4178654

Filing Date: November 21, 2011

Registration Date: July 24, 2012



Description: "betty designs"
USPTO Serial #: 97006055
Registration #: 6858221

Filing Date: September 1, 2021 Registration Date: September 27, 2022

Description: "do epic shit"
USPTO Serial #: 97426220
Registration #: TBD

Filing Date: May 24, 2022

Registration Date: TBD

Description: "bad ass is beautiful"

USPTO Serial #: 97006032 Registration #: TBD

Filing Date: September 1, 2021

Registration Date: TBD