

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512727

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Walden-Hays, Inc.		01/15/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PW Branding, Inc.		
<b>Street Address:</b>	7 Times Square		
<b>Internal Address:</b>	c/o Pryor Cashman LLP		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4393252	HU HUMANELEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	tlee@pryorcashman.com,pzylberg@pryorcashman.com,mwalters-bowens@pryor		
<b>Correspondent Name:</b>	Teresa Lee		
<b>Address Line 1:</b>	7 Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Teresa Lee		
<b>SIGNATURE:</b>	/tlee/		
<b>DATE SIGNED:</b>	03/05/2019		
<b>Total Attachments: 2</b>			
source=Assignment of Treademark - Signed#page1.tif			
source=Assignment of Treademark - Signed#page2.tif			

CH \$40.00 4393252

## ASSIGNMENT OF TRADEMARK

This Assignment (this "Assignment") is made and entered into effective as of the date of last signature below by and between Walden-Hays, Inc., a New York Corporation, with an address of PO Box 1071, New York, NY 10276 ("Assignor"), on one hand, and PW Branding, Inc., a Delaware corporation, with an address at c/o Pryor Cashman LLP, 7 Times Square, New York, NY 10036 ("Assignee"), on the other hand. (Assignor and Assignee may sometimes be referred to herein collectively as the "Parties" and/or each individually as a "Party").

WHEREAS, Assignor is the registered owner of HU HUMANELEMENT, *Stylized as* presented below (the "Mark") which proceeded to registration on August 27, 2013 with the United States Patent and Trademark Office (the "USPTO") as set forth under U.S. Registration No. 4,393,252 (the "Registration");



WHEREAS, Assignor is also the owner of the common law trademarks HU HUMAN ELEMENT, HU and HUMAN ELEMENT (collectively, the "Common Law Trademarks"), and the Registration together with the Mark and the Common Law Trademarks are hereinafter collectively referred to as the "Property"); and

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives forever as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor's entire right, title and interest in, to and under the Property, throughout the world in perpetuity, and any renewals, reissues and extensions thereof, together with the goodwill associated with the Property inclusive of the Mark and that part of Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Property, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights currently known to Assignor as of the date hereof or that may become known after the date of this Assignment.

3470867 v.1  
10/18/09,09:11:38

Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Property to any third party.

Assignor authorizes and requests the USPTO, or any foreign equivalent thereof, to record Assignee as the owner of the Property as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Assignment may be executed in one or more counterparts which, when taken together, shall constitute a single instrument, and shall be effective when both Parties have executed a counterpart and may be executed by facsimile or PDF signature, with all facsimile and PDF signatures to be deemed original signatures and equivalent thereto for all purposes.

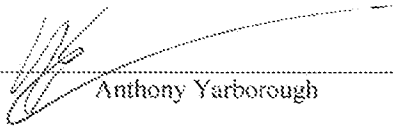
IN WITNESS WHEREOF, have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

ASSIGNOR:

WALDEN-HAYS, INC.

Date: January 15, 2019

By: \_\_\_\_\_

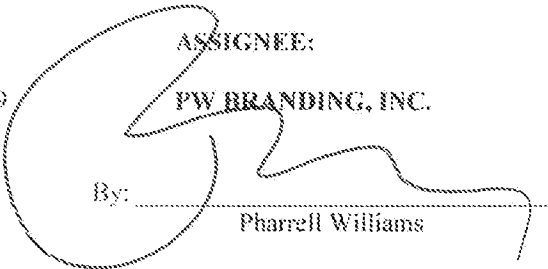
  
Anthony Yarborough

ASSIGNEE:

PW BRANDING, INC.

Date: January 15, 2019

By: \_\_\_\_\_

  
Pharrell Williams

3420867 v4  
10189 00128