

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sandow Brands, LLC		11/22/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Pinkis Brands, LLC		
Street Address:	7870 Lago Del Mar Drive, #123		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33433		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3596616	MEMOIRE LIQUIDE	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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>			
Phone:	561-653-5000		
Email:	kendra.waterman@akerman.com		
Correspondent Name:	Rachel Rudensky, Akerman LLP		
Address Line 1:	P.O. Box 3188		
Address Line 4:	West Palm Beach, FLORIDA 33402-3188		
ATTORNEY DOCKET NUMBER:	10850-1		
NAME OF SUBMITTER:	Rachel Rudensky		
SIGNATURE:	/Rachel Rudensky/		
DATE SIGNED:	05/26/2015		
Total Attachments: 3			
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CH \$40.00 3596616

Nunc Pro Tunc Trademark Assignment

This Trademark Assignment (“Assignment”) is made by and between Sandow Brands, LLC, a Delaware company having an address of 3651 NW 8th Avenue, Boca Raton, FL 33431 (“Assignor”) and Pinkis Brands, LLC, a Florida limited liability company having an address of 7870 Lago Del Mar Drive, #123, Boca Raton, FL 33433 (“Assignee”) (collectively, the “Parties”).

Recitals

A. Assignor, as of January 13, 2014, was the record owner of all right, title, and interest in and to the trademarks set forth in Schedule I attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, the “Memoire Liquide Trademarks”); and

B. Assignor wishes to confirm and document the assignment and transfer of the Memoire Liquide Trademarks as set forth below, from Assignor to Assignee.

Terms

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to all provisions, exclusions, and limitations set forth in the “Agreement of Purchase and Sale” between the Parties executed November 22, 2013 (“Agreement of Sale”), Assignor hereby confirms the sale, assignment, transfer and conveyance of, and to the extent necessary, hereby sells, assigns, transfers and conveys, unto Assignee *nunc pro tunc* as of January 13, 2014, Assignor’s entire right, title and interest in and to the Memoire Liquide Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto including, but not limited to, all benefits, privileges, causes of action and remedies relating to such Memoire Liquide Trademarks including, without limitation, the exclusive rights to (i) apply for and maintain all registrations, renewals and/or extensions thereof, (ii) bring actions and recover damages for past, present and future infringement thereof, (iii) grant licenses or other interests therein and (iv) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. Subject to the limitations in the Agreement of Sale, the foregoing includes, and Assignor hereby assigns, transfers and conveys to Assignee, all goodwill of the business in which the mark is used and which is symbolized by the Memoire Liquide Trademarks and all rights and causes of action to recover past, present and future damages, royalties, fees, profits and other relief including, but not limited to, equitable and injunctive relief ensuing from infringement of the Memoire Liquide Trademarks.

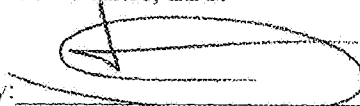
Upon request of Assignee, Assignor shall take such further actions, and shall cause its personnel, employees and agents to take such further actions, including execution and delivery of instruments of conveyance, that Assignee may reasonably deem necessary or desirable to accomplish or evidence more fully any transfer of right, title or interest necessary to fulfill the intent of this Trademark Assignment.

Signatures to this Trademark Assignment transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as paper documents bearing the original signature. This Trademark Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this *Nunc Pro Tunc* Trademark Assignment to be executed as of the date(s) indicated below.

ASSIGNOR:

Sadow Brands, LLC.

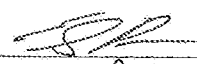
By: 

Name: Chris Fabian

Title: CFO

ASSIGNEE:

Pinkis Brands, LLC.

By: 

Name: Eric Pinkis

Title: President & CEO

SCHEDULE A

TRADEMARKS

Country	Mark	Registration/Application No.	Goods/Services Covered By Application/Registration
Canada	MEMOIRE LIQUIDE	1568115	International Class: 003 Personal care products, namely, perfume, eau de toilette, scented body lotion, scented bath and shower gel, scented bath and body oil, and home fragrance products, namely incense, scented room spray and potpourri
Europe	MEMOIRE LIQUIDE	011064813	International Class: 003 Personal care products, namely, perfume, eau de toilette, scented body lotion, scented bath and shower gel, scented bath and body oil, and home fragrance products, namely incense, scented room spray and potpourri
US	MEMOIRE LIQUIDE	3596616	International Class: 003 Personal care products, namely, perfume, eau de toilette, scented body lotion, scented bath and shower gel, scented bath and body oil, and home fragrance products, namely incense, scented room spray and potpourri