# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM372170

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Kind Group, LLC		01/01/2016	LIMITED LIABILITY COMPANY: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	EOS Products, LLC		
Street Address:	19 West 44th Street, Suite 811		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4824682	
Registration Number:	3788971	
Registration Number:	3788970	

#### **CORRESPONDENCE DATA**

Fax Number: 2127557306

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: 832-239-3786

Email: NYTEF@JONESDAY.COM

Anna E. Raimer **Correspondent Name:** Address Line 1: Jones Day Address Line 2: 222 East 41st

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	989293-740002
NAME OF SUBMITTER:	Anne E. Raimer
SIGNATURE:	/Anna E. Raimer/
DATE SIGNED:	02/05/2016

**Total Attachments: 3** source=EOS#page1.tif

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 1, 2016, is made by THE KIND GROUP, LLC, a New York limited liability company, with a principal place of business located at 19 W. 44th Street, Suite 811, New York, NY 10036 ("Assignor") and EOS PRODUCTS, LLC, a New York limited liability company, with a principal place of business located at 19 W. 44th Street, Suite 811, New York, NY 10036 (the "Assignee").

WHEREAS, Assignee and Assignor are affiliates:

WHEREAS, Assignee is desirous of acquiring the trademarks listed in Exhibit A hereto and all registrations and applications therefor (collectively, the "Marks"); and

WHEREAS, Assignor is desirous of transferring the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Assignment</u>. Assignor does hereby irrevocably assign, sell and transfer to Assignee, its successors and assigns, all of its right, title, and interest in and to said Marks, including, without limitation, the trademarks and the trademark registrations and applications therefor, and any renewals thereof, any common law rights to such Marks, all goodwill of the business symbolized by the Marks, and the right to sue and to collect all damages and payments for claims of past, present, and future infringement or misappropriation thereof.
- 2. Recording of Assignments. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent, as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.
- 3. Further Assurances; Power of Attorney. Assignor agrees that, upon request, it will, at Assignee's expense for any reasonable costs incurred, promptly furnish all necessary documentation relating to or supporting chain of title and confirming Assignee's ownership of all right, title, and interest in and to the Marks, and sign and deliver all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Marks in Assignee, its successors and assigns. In the event Assignor fails to execute such documentation after a reasonable amount of time, Assignor hereby appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor and to execute and record as its attorney-in-fact such transfer documentation.

#### 4. Miscellaneous.

(a) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

- Headings. The headings in this Agreement and in the schedules annexed hereto are inserted for convenience only and shall not control or affect the meaning of any of the provisions hereof.
- Severability. If any covenant contained in this Agreement is deemed to be unenforceable in whole or in part for any reason including, but not limited to, by reason of being too broad, or covering too long a period of time, then the same shall be deemed to apply only to the extent allowed by law including, but not limited to, the maximum coverage, or longest period of time, as the case may be, as will not render it unenforceable.
- (d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signature pages transmitted by facsimile or other electronic means shall be deemed to be originals thereof.
- Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective permitted successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

THE KIND GROUP, LLC

By:

Name: Title:

Date:

EOS PRODUCTS, LLC

By:

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Sanjir Mehra Manaping Partur 2/4/16

## SCHEDULE A

Country	Mark	App No. Reg. No.	App Date Reg. Date	Status
U.S.		85/974,868 4,824,682	July 1, 2013 October 6, 2015	Registered
U.S.		77/978,761 3,788,971	March 4, 2009 May 11, 2010	Registered
U.S.		77/978,753 3,788,970	March 4, 2009 May 11, 2010	Registered

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**RECORDED: 02/05/2016**