

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hope for Depression Research Foundation		06/08/2016	Non-Profit Organization: DELAWARE
RECEIVING PARTY DATA			
Name:	Hope Fragrances LLC		
Street Address:	40 West 57th Street		
Internal Address:	Suite 1440		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1386494	HOPE	
CORRESPONDENCE DATA			
Fax Number:	2157511142		
<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:	2155672010		
Email:	mlozada@crbcp.com		
Correspondent Name:	Eric S. Marzluf; Caesar Rivise, PC		
Address Line 1:	1635 Market Street		
Address Line 2:	7 Penn Center - 12th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2212		
ATTORNEY DOCKET NUMBER:	H1203/30001		
NAME OF SUBMITTER:	Eric S. Marzluf		
SIGNATURE:	/E.S.Marzluf/		
DATE SIGNED:	02/28/2017		
Total Attachments: 3			
source=HOPE TM assignment#page1.tif			
source=HOPE TM assignment#page2.tif			

CH \$40.00 1386494

ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEREAS, Hope for Depression Research Foundation, a Delaware non-profit organization having an address at Suite 1440, 40 West 57th Street, New York, New York 10019 (hereinafter "HDRF"), is the sole owner of all rights, title and interest in and to certain assets and rights pertaining to the development of perfume, including the mark HOPE and U.S. Registration No. 1,386,494 for cosmetics, namely, perfume, bath and body perfume, cologne, dusting powder, and body lotion (the HOPE mark, U.S. Registration No. 1,386,494 therefore hereinafter being referred to as "Trademark Rights"); and a package design contract with Marc Rosen Associates to create a major fragrance brand, including primary and secondary package designs; and other intangible development assets derived from labor, idea generation and product development, product design and marketing, legal expenses, and miscellaneous out-of-pocket expenses (the package design contract and all such assets, expenses and products other than the Trademark Rights) hereinafter collectively referred to as "the Other Assets") and the good will of the business associated with the use of, and symbolized by, the Trademark Rights and Other Assets (the "Goodwill") (the Trademark Rights, Other Assets and Goodwill sometimes referred to herein as the "Assets"); and

WHEREAS, Hope Fragrances LLC, a Delaware limited liability company having an address at Suite 1440, 40 West 57th Street, New York, New York 10019 (hereinafter Hope Fragrances), offered to acquire all of the rights, title and interest in and to the Assets;

WHEREAS, HDRF and Hope Fragrances entered into a Bill of Sale dated June 8, 2016 ("the Bill of Sale") evidencing the transaction referred to above;

WHEREAS, pursuant to the Bill of Sale, HDRF agreed to, and did, sell, and Hope

Fragrances agreed to, and did, purchase, all of HDRF's rights, title and interest in and to the Assets;

WHEREAS, it was, and is, the intent of HDRF and Hope Fragrances, pursuant to the Bill of Sale, that all of HDRF's rights, title and interest in and to the Assets, be transferred to Hope Fragrances; and

WHEREAS, it was, and is, the intent of HDRF and Hope Fragrances, that Hope Fragrances assume all and any liabilities, whether known or unknown, attaching to the Assets as of the date of this Assignment and Assumption Agreement and of the Bill of Sale.

NOW, THEREFORE, HDRF and Hope Fragrances, intending to be legally bound under the laws of the State of New York, and for \$ [REDACTED] and other good and valuable consideration as set forth in the Bill of Sale, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

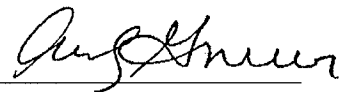
1. HDRF hereby confirms its sale of the Assets to Hope Fragrances and does hereby transfer and assign to Hope Fragrances, and Hope Fragrances hereby confirms its purchase of the Assets from HDRF and does hereby accept from HDRF, all of HDRF's rights, title and interest in and to the Assets, including the right to sue others for past acts of infringement of the Trademark Rights and to retain all revenues received from others for past acts of infringement of the Trademark Rights.
2. HDRF hereby assigns, transfers, and conveys to Hope Fragrances all of its rights, title, and interest in and to its Assets.
3. Hope Fragrances hereby accepts the assignment, transfer, and conveyance to it of HDRF's rights, title, and interest in and to its Assets, and further hereby affirms that it accepts responsibility to pay or otherwise satisfy any and all liabilities currently attaching to

the Assets or which become known to HDRF or Hope Fragrances following the execution of the Bill of Sale and this Assignment and Assumption Agreement

4. HDRF further agrees for itself, its successors and assigns, to execute, without further consideration, any further legal documents, any further assignments, and any releases, declarations, renewals, or other applications for Trademark Rights that may be deemed necessary by Hope Fragrances, or by Hope Fragrances' successors-in-interest or assigns, fully to secure to Hope Fragrances, or to Hope Fragrances' successors-in-interest or assigns, HDRF's interest as aforesaid in and to the Assets.

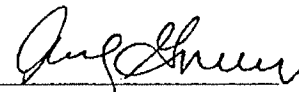
IN WITNESS WHEREOF, the undersigned executed or caused to be executed this document as of the 8th day of June, 2016.

HOPE FOR DEPRESSION
RESEARCH FOUNDATION



Audrey B. Gruss, Chairman

HOPE FRAGRANCES, LLC



Audrey B. Gruss, Managing
Member