

900417659 08/16/2017

900417659 08/16/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439565

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aeron Lifestyle Technology, Inc.		08/16/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Rimports Inc.		
Street Address:	201 East Bay Boulevard		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84606		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5205244	SCENT CHARMS	
CORRESPONDENCE DATA			
Fax Number:	8014268208		
<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:	(801) 426-8200		
Email:	bmadsen@fslaw.com		
Correspondent Name:	Barnard N. Madsen		
Address Line 1:	3301 N. University Ave.		
Address Line 4:	Provo, UTAH 84604		
NAME OF SUBMITTER:	Barnard N. Madsen		
SIGNATURE:	/s/Barnard N. Madsen		
DATE SIGNED:	08/16/2017		
Total Attachments: 3			
source=SCENT CHARMS TRADEMARK ASSIGNMENT (duly signed notarized#page1.tif			
source=SCENT CHARMS TRADEMARK ASSIGNMENT (duly signed notarized#page2.tif			
source=SCENT CHARMS TRADEMARK ASSIGNMENT (duly signed notarized#page3.tif			

OP \$40.00 5205244

TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

WHEREAS, Aeron Lifestyle Technology, Inc., an Iowa Corporation, having a place of business at 408 South Maple Street, Fairfield, Iowa 52556 ("Assignor"), has adopted, used and is using the trademark "Scent Charms," which was registered with the U.S. Patent and Trademark Office (the "PTO") on May 16, 2017, as Registration No. 5205244 (the "Mark"); and

WHEREAS, Assignor, as the registered owner of the Mark, is willing to sell and assign the same to Assignee; and

WHEREAS, Rimportis (USA) LLC, a Utah limited liability company having its place of business at 201 East Bay Blvd., Provo, Utah 84606 ("Assignee"), wishes to acquire all rights, title and interests in and to the Mark, and any trademark applications and/or trademark registrations therefor, and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby mutually agree to all of the terms and conditions on this Trademark Assignment and License Agreement (hereinafter referred to as the "Agreement" or the "Assignment"):

1. Assignor hereby unconditionally and forever assigns, sells, transfers, conveys and grants to Assignee (including its successors and assigns) all of Assignor's rights, title and interests in and to the Mark and any derivative marks, together with the goodwill of the Mark and all applications and registrations of said Mark with the PTO, and also including without limitation the right to file foreign trademark applications on the Mark in Assignee's own name and the right to sue for infringement and retain all such damages in its own name wherever such rights may be legally exercised (all of which rights are included collectively in the term "Mark").
2. Assignor hereby represents and warrants to Assignee that they are the sole and exclusive owner of the Mark, that they have full power to assign the Mark to Assignee without the consent of any third party, and that the Mark is not subject to any agreement, lien or other arrangement whereby any third party has any right, title or interest therein; that the Mark is not subject to any claim of infringement presented to Assignor by a third party as of the date hereof; and Assignor agrees to indemnify and hold Assignee harmless with respect to any claims, losses, damages and expenses suffered or incurred by Assignee (a) as a result of or related to any third party claims contesting this Assignment or Assignee's rights hereunder or asserting any rights in or liens on the Mark or (b) arising from any breach of any warranty of Assignor set forth herein. The parties agree that Assignor's liability under subsections (a) and (b) of this paragraph shall be up to a maximum amount equal to the cash payment(s) made by Assignee to Assignor hereunder.
3. Assignee agrees to indemnify and hold harmless Assignor for any damages which may be adjudged against Assignee as a result of an infringement claim made by a third party based on Assignee's use of the Mark after the date of this Assignment.

4. Assignee agrees that, all rights in the Mark shall revert to Aeron if Assignee fails to use the Mark in commerce for a period of two consecutive years.
5. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such trademark office officials in foreign countries as are duly authorized by their laws to issue trademarks, to issue any and all Marks (or similar trademarks) and any and all renewals of the same to the Assignee, as the sole owner of the entire right, title and interest therein, for the sole use and benefit of the Assignee, its successors and assigns.
6. Assignor hereby agrees, without further consideration, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:
 - a. prompt execution of all original and amended United States and foreign Mark applications, and all lawful documents requested by the Assignee to further the prosecution of any of such Mark applications; and
 - b. full cooperation to the best of Assignor's ability in the production of evidence and assisting Assignee in any reissue, extension, nullification or infringement proceedings involving the Mark.

This Trademark Assignment And License Agreement shall be binding upon and inure to the benefit of these parties and their respective heirs, legal representatives, successors and assigns, effective as of the date of Assignor's signature below.

ASSIGNOR:

Monica Hadley
 Name: *Monica Hadley*
 Office: *CFO*
 Dated: *July 15*, 2017
Aug

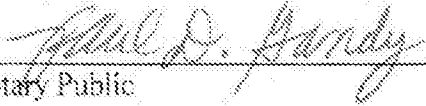
ASSIGNEE:

RIMPORTS INC. *Alan Farrell*
 Name: Alan Farrell
 Office: Chief Executive Officer
 Dated: ~~July~~ *Aug* 16, 2017

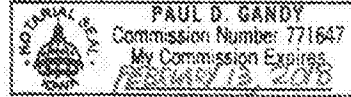
STATE OF IOWA)
 : ss
 COUNTY OF WATERLOO)

On this 15 day of ~~July~~ ^{August} 2017, personally appeared before me MONICA HADLEY, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is

subscribed to this instrument, and acknowledged that she executed the foregoing instrument and that she executed the same as her free and knowing act.


Notary Public

[SEAL]



STATE OF UTAH)
 : SS
COUNTY OF UTAH)

On this 10th day of July 2017, personally appeared before me Alan Farrell, as Chief Executive Officer of Rimports Inc., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the foregoing instrument and that he executed the same as his free and knowing act in behalf of said limited liability company, and that said company thereby executed this instrument and is bound hereby.


Notary Public

[SEAL]

