

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xania Labs, Inc.		08/24/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Mana Products, Inc.		
Street Address:	32-02 Queens Boulevard		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3276046	HUSH	
CORRESPONDENCE DATA			
Fax Number:	6173454745		
<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:	212-297-2415		
Email:	trademarks@daypitney.com		
Correspondent Name:	Linda Leone		
Address Line 1:	One International Place		
Address Line 2:	Day Pitney LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda Leone		
SIGNATURE:	/Linda Leone/		
DATE SIGNED:	08/25/2017		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 24th day of August, 2017, by and between Xania Labs, Inc., a corporation organized under the laws of New York (the "Assignor") and Mana Products, Inc., a corporation organized under the laws of New York (the "Assignee").

WHEREAS, Assignor is the owner of certain rights in and to the trademark HUSH (the "Mark");

WHEREAS, Assignor's rights in and to the Mark include U.S. Trademark Registration No. 3,276,046 covering "NON-MEDICATED HAIR CARE PREPARATIONS, NON-MEDICATED HAIR STYLING PREPARATIONS, HAIR SHAMPOO, NON-MEDICATED SKIN CARE PREPARATIONS, AND COSMETICS" in International Class 3 (the "'046 Registration");

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to the Assignee, and Assignee desires to acquire from Assignor, all right, title, and interest in and to the Mark, and the '046 Registration, together with the goodwill of the business connected with and symbolized by the Mark;

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

Assignor hereby conveys, transfers and assigns to Assignee, and Assignee receives, accepts, and acquires:

- (a) Assignor's entire right, title and interest in and to the Mark, and all components or variations of the Mark, along with the '046 Registration, and all renewals thereof, including all goodwill of the business connected with and symbolized thereby;
- (b) All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

3. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be executed as of the date last set forth below

Assignor: Xania Labs, Inc.

Lawrence Weinstock VP Finance

By: Lawrence Weinstock

Assignee: Mana Products, Inc.

NP Masturzo GM

By: NP Masturzo