

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454553

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LTL Fragrances LLC		12/01/2017	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LTL Fragrances Florida, LLC		
<b>Street Address:</b>	P.O. Box 96		
<b>City:</b>	Eagle Lake		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33839		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2116380	THE BARON	
<b>Registration Number:</b>	2181387	THE BARON	
<b>Registration Number:</b>	2219459	THE BARON	
<b>Registration Number:</b>	0825067	THE BARON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	787 751 8999		
<b>Email:</b>	jvankirk@tcmrslaw.com		
<b>Correspondent Name:</b>	Jane Patricia Van Kirk		
<b>Address Line 1:</b>	416 Ponce de Leon Ave.		
<b>Address Line 2:</b>	Suite 311		
<b>Address Line 4:</b>	San Juan, PUERTO RICO 00918		
<b>NAME OF SUBMITTER:</b>	Jane Patricia Van Kirk		
<b>SIGNATURE:</b>	/Jane Patricia Van Kirk/		
<b>DATE SIGNED:</b>	12/14/2017		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT AGREEMENT**  
**(Trademarks)**

**THIS ASSIGNMENT AGREEMENT** (the "Agreement") is made as of the 1<sup>ST</sup> day of December, 2017 by **LTL FRAGRANCES, L.L.C.**, a New York limited liability company (the "Assignor") in favor of **LTL FRAGRANCES FLORIDA, LLC**, a Florida limited liability company (the "Assignee"). Assignor and Assignee shall be referred to collectively as the "Parties". Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Asset Purchase Agreement, as such term is defined below.

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated December 1, 2017 (the "Asset Purchase Agreement"), among Assignor and Assignee, Assignor has agreed to sell, convey and transfer to Assignee, and Assignee has agreed to purchase and acquire from Assignor, the Purchased Assets upon the terms and conditions set forth in the Asset Purchase Agreement.

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor has further agreed to assign to Assignee all of the rights, title and interest in the Trademarks listed in Exhibit A, attached hereto and made a part hereof and Assignee has agreed to acquire Trademarks from and after the Closing Date;

**WHEREAS**, this Agreement is being executed and delivered by Assignor and Assignees pursuant to Section 7.1(a) (ii) and 7.2(b) (ii) of the Asset Purchase Agreement; and

**WHEREAS**, Assignor wishes to assign the Trademarks to Assignee and Assignee wishes to acquire the same as of the date of this Agreement;

**NOW, THEREFORE**, the Parties agree as follow:

1. Assignment of Trademarks. Assignor hereby assigns, transfers and sets over to Assignee and Assignee hereby accepts and acquires all of the Assignor's right, title and interest in the Trademarks free and clear of all debts and liens of any nature.
2. Consideration and Payment. Assignor hereby transfers the Trademarks to Assignee in exchange for the allocated amount of the Purchase Price paid by Assignee with respect to the acquisition of the Trademarks as part of the Purchased Assets.
3. Miscellaneous Provisions. This Agreement shall be subject to the terms and conditions of the Asset Purchase Agreement which is incorporated herein and made a part hereof. The Assignor and the Assignee hereby agree to execute all additional documents, to take all actions that may be necessary or desirable to carry out the provisions of the

Asset Purchase Agreement and this Agreement, including, but not limited to, preparing and mailing any notices that are required to be given to any of parties.

4. Effective Date. This Agreement is effective as of the close of business on the date first above written.

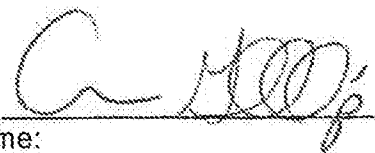
5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages duly notarized by electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective fully authorized officers as of the date first above written.

**ASSIGNOR**  
LTL FRAGRANCES, L.L.C.

**ASSIGNEE**  
LTL FRAGRANCES FLORIDA, LLC

By: \_\_\_\_\_  
Name: Baroness Gabriele von Langendorff  
Title: Manager

By:  \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Abdulrahman Thuraya  
Title: Manager

Asset Purchase Agreement and this Agreement, including, but not limited to, preparing and mailing any notices that are required to be given to any of parties.

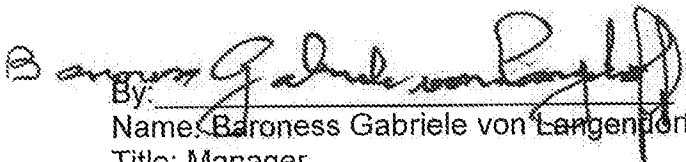
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**ASSIGNOR**  
**LTL FRAGRANCES, L.L.C.**

**ASSIGNEE**  
**LTL FRAGRANCES FLORIDA, LLC**

By:   
Name: Baroness Gabriele von Langendorff  
Title: Manager

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: Abdulrahman Thuraya  
Title: Manager

**EXHIBIT A  
TRADEMARKS**

USPTO Registration No. 2116380 for THE BARON Design plus words, letters, and/ or numbers;

USPTO Registration No. 2181387 for THE BARON Design plus words, letters, and /or numbers;

USPTO Registration No. 2219459 for THE BARON Design plus words, letters, and /or numbers;

USPTO Registration No. 0825067 for THE BARON word mark.