

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PSP Industries, LLC		03/22/2018	Limited Liability Company: CALIFORNIA
Peter Palmiotto		03/22/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	DARA, Inc.		
Street Address:	29 OLD PLANTERS RD		
City:	Beverly		
State/Country:	MASSACHUSETTS		
Postal Code:	01915		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5368285	MICROFIBER PROS	
Registration Number:	3955947	SNAPPY HEAT	
Registration Number:	5264793	RESHAPE WATER	
Serial Number:	87692743	MOMMY TO BE	
Serial Number:	87692727	BRIDE TO BE	
Serial Number:	87692688	BRIDE TRIBE	
Serial Number:	87820577	FROZEN FIRE	
CORRESPONDENCE DATA			
Fax Number:	9784652584		
<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:	9784621514		
Email:	cases@finnic.com		
Correspondent Name:	Dennis Ford Eagan, Esq.		
Address Line 1:	30 Green Street		
Address Line 2:	Finneran & Nicholson, P.C.		
Address Line 4:	Newburyport, MASSACHUSETTS 01950		
NAME OF SUBMITTER:	Dennis Ford Eagan, Esq.		

OP \$190.00 5368285

SIGNATURE:	/Dennis Ford Eagan/
DATE SIGNED:	04/13/2018
Total Attachments: 5 source=Trademark Assignment (executed)#page1.tif source=Trademark Assignment (executed)#page2.tif source=Trademark Assignment (executed)#page3.tif source=Trademark Assignment (executed)#page4.tif source=Trademark Assignment (executed)#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of March 22, 2018 by and between PSP Industries LLC, a California limited liability company and Peter Palmiotto, a California resident (collectively, "Assignor") and DARA, Inc., a Massachusetts corporation ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks and applications set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 22, 2018 (the "Purchase Agreement"), pursuant to which Assignor will transfer, sell and convey to Assignee substantially all of the properties and assets of the Seller's Business and the Acquired Assets (both as defined in the Purchase Agreement), including the Marks;

WHEREAS, Assignee is the successor to Assignor's business, namely the portion of the business to which the Marks pertains; and

WHEREAS, the execution and delivery of this Assignment is a condition to close under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement, the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby sell, assign, convey, deliver and transfer unto Assignee Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

2. Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee in accordance with the terms of this instrument.

3. Assignor covenants that it/he will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

4. Assignor represents and warrants that it/he has not engaged in any conduct, or omitted to perform any necessary act, the result of which could invalidate or adversely affect the enforceability of the Marks.


5. This Assignment will be binding upon and inure solely to the benefit of each of the parties hereto and their respective successors and assigns. Except as otherwise provided herein, neither this Assignment nor the obligations of any party hereunder shall be assignable or transferable by such party without the prior written consent of the other parties hereto.

6. Except as otherwise governed by applicable federal law, this Assignment, and all rights and remedies of the parties, shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts to the exclusion of the laws of any and every other jurisdiction, without regard to the principles of conflict of laws. Any action brought to interpret and/or enforce this Assignment shall be tried in state courts located in Essex County, Massachusetts or Federal courts located in Boston, Massachusetts and all claims to improper venue and forum non conveniens and failure to obtain personal jurisdiction are waived; and the parties hereby submit to Massachusetts personal jurisdiction.

7. This Assignment may be executed in multiple counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Any signature page of any such counterpart, or any electronic version thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Assignment, and any electronic transmission or facsimile of any signature shall be deemed an original and shall bind each party.

8. All of the parties hereto hereby agree to take such actions or refrain from taking such actions to file and/or record such documents, instruments, agreements, certificates and/or amendments to give effect to this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: PSP INDUSTRIES LLC
Name: Peter Palmiotto
Signature: 
Title: Manager

ASSIGNEE: DARA, INC.
Name: Dianna Azzolina
Signature: _____
Title: President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: PSP INDUSTRIES LLC
Name: Peter Palmiotto

Signature: _____
Title: Manager

ASSIGNEE: DARA, INC.
Name: Dianna Azzolina


Signature: 
Title: President

EXHIBIT A

Trademarks

- Microfiber Pros (Reg. No. 5,368,285)
- Snappy Heat (Reg. No. 3,955,947)
- Reshape Water (Reg. No. 5,264,793)
- Mommy To Be (Serial No. 87692743)
- Bride To Be (Serial No. 87692727)
- Bride Tribe (Serial No. 87692688)
- Frozen Fire (Serial No. 87820577)