

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900455999

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nicole R. Haganir		04/17/2018	INDIVIDUAL: UNITED STATES
Erica M Blumenthal		04/17/2018	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Yes Way Rose, LLC
Street Address:	112 Suffolk Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10002
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	87338223	YES WAY ROSÉ
Serial Number:	87476476	YES WAY ROSÉ
Serial Number:	87238681	YES WAY ROSÉ
Serial Number:	87831950	YES WAY ROSÉ
Serial Number:	87831946	YES WAY ROSÉ
Serial Number:	87831935	YES WAY ROSÉ
Registration Number:	4780231	YES WAY ROSÉ
Registration Number:	5037452	YES WAY ROSÉ
Registration Number:	5222776	YES WAY ROSÉ
Registration Number:	5222777	YES WAY ROSÉ
Registration Number:	5387935	YES WAY ROSÉ
Registration Number:	5387934	YES WAY ROSÉ

CORRESPONDENCE DATA

Fax Number: 7322246599

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.

Phone: 7327413900

Email: cmarino@ghclaw.com
Correspondent Name: Christopher J. Marino
Address Line 1: Giordano, Halleran & Ciesla, 125 Half Mi
Address Line 4: Red Bank, NEW JERSEY 07701

ATTORNEY DOCKET NUMBER: 19770-0001

NAME OF SUBMITTER: Christopher J. Marino

SIGNATURE: /Christopher J. Marino/

DATE SIGNED: 06/29/2018

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") dated as of May 1, 2018, by and between Nicole R. Haganir, 112 Suffolk Street, Apt. 4B, New York, New York 10002 ("Haganir") and Erica M. Blumenthal, 370 Metropolitan Avenue, #5, Brooklyn, New York 11211 ("Blumenthal") (Haganir and Blumenthal are collectively, jointly and severally hereinafter referred to as the "Assignor") to Yes Way Rosé, LLC, a Delaware Limited Liability Company (the "Assignee").

RECITALS:

WHEREAS, Assignor agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, including without limitation, the Trademarks (defined below) together with all of the assets of the ongoing and existing business to which such Trademarks pertain; and

WHEREAS, Assignor has agreed to execute and deliver this Trademark Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in connection with the consummation of the transactions contemplated by such agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby irrevocably assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all of Assignor's right, title and interest in and to the following (collectively, the "Assigned IP"):
 - a. the trademark registrations and trademark applications set forth on Exhibit A hereto, including, without limitation, all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use thereof and symbolized thereby; provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - b. all rights of any kind whatsoever of Assignor accruing under the Trademarks 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 the Trademarks, whether accruing before, on, and/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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Action. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record this Assignment. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Miscellaneous. The Assignee shall have the further unrestricted right to assign or otherwise dispose of the Assigned IP, this assignment or of any of his rights hereunder, in whole or in part. This assignment shall inure to the benefit of the successors and assigns of the Assignee, and shall inure to the benefit of and be binding upon the heirs, legal representatives and assigns of the Assignor. This Agreement shall be construed in accordance with and governed by the laws of the State of New York. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. 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.

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ASSIGNOR:

Nicole R. Haganir

Nicole R. Haganir

ACKNOWLEDGMENT
STATE OF NEW YORK

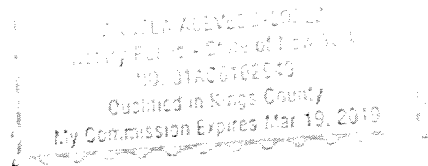
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COUNTY OF ~~NEW YORK~~)

)SS.

) *u* *April*

On the 17th day of ~~March~~, 2018, before me personally appeared Nicole R. Haganir, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the Assignor, and acknowledged the instrument to be the free act and deed of herself for the uses and purposes mentioned in the instrument.



My Commission Expires: *March 19, 2019*

Notary Public

Printed Name: *Angela Acavedo-Lopez*

Angela Acavedo-Lopez

Erica M. Blumenthal

Erica M. Blumenthal

ACKNOWLEDGMENT
STATE OF NEW YORK

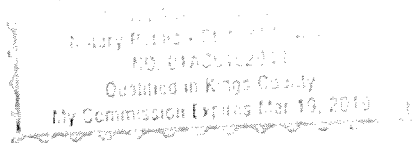
Kings

COUNTY OF ~~NEW YORK~~)

)SS.

) *u* *April*

On the 17th day of ~~March~~, 2018, before me personally appeared Erica M. Blumenthal, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the Assignor, and acknowledged the instrument to be the free act and deed of herself for the uses and purposes mentioned in the instrument.



Angela Acavedo-Lopez

TRADEMARK

REEL: 006370 FRAME: 0156

ACKNOWLEDGMENT

STATE OF NEW YORK)

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COUNTY OF NEW YORK)

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On the ~~13th~~ ⁴ day of ~~March~~ ^{April}, 2018, before me personally appeared Nicole R. Haganir, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the Managing Member of Yes Way Rosé, LLC, and acknowledged the instrument to be the free act and deed of Yes Way Rosé, LLC for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires: March 19, 2019

EXHIBIT A
TRADEMARKS

Trademark	US Serial Number	US Registration Number
Yes Way Rosé		4780231
Yes Way Rosé		5037452
Yes Way Rosé		5222776
Yes Way Rosé		5222777
Yes Way Rosé	87338223	
Yes Way Rosé	87476476	
Yes Way Rosé		5387935
Yes Way Rosé		5387934
Yes Way Rosé	87238681	
Yes Way Rosé	87831950	
Yes Way Rosé	87831946	
Yes Way Rosé	87831935	

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