

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Succulent Scents, LLC		10/18/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Tabia Bell		
Street Address:	1360 N. Sandburg Terrace		
Internal Address:	Apt. 206		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60610		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4493950	SUCCULENT SCENTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2163075590		
Email:	dr@danielrosslawfirm.com		
Correspondent Name:	Daniel Vincent Ross		
Address Line 1:	501 Neff Dr		
Address Line 4:	Canfield, OHIO 44406		
NAME OF SUBMITTER:	Daniel Ross		
SIGNATURE:	/Daniel Ross/		
DATE SIGNED:	10/19/2018		
Total Attachments: 6			
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OP \$40.00 4493950

ASSIGNMENT OF INTELLECTUAL PROPERTY

ARTICLE I – PARTIES

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (“Assignment”) is made on October 18th, 2018, (the “Effective Date”) by and between:

SUCCULENT SCENTS, LLC (“Assignor”), a limited liability company organized under the laws of the State of Illinois,

AND

TABIA BELL (“Assignee”), a citizen of the State of Illinois,

CONCERNING the intellectual property rights to and interest in a simple text trademark for “SUCCULENT SCENTS,” Fed. Reg. No. 4,493,950 (the “Assigned Mark”), a true and accurate copy of which is attached hereto as “Exhibit A.”

ARTICLE II – RECITALS

WHEREAS, Assignor was the subject of an involuntary dissolution by the State of Illinois;

WHEREAS, Assignor has been forced to wind up its business, but intends to reinstate itself at a future date;

WHEREAS, Assignor wishes to assign to the Assignee all of its rights to and interest in the Assigned Mark and any and all Intellectual Property embodied in the Assigned Mark in order to preserve said rights and interest;

WHEREAS, Assignor executes and delivers this Assignment to the Assignee in exchange for good and valuable consideration between the Parties;

THEREFORE, in consideration of this Assignment, and in order to establish the rights and duties of each Party to this Assignment, the Parties agree as follows:

ARTICLE III – DEFINITIONS

3.1 “**Intellectual Property**” means all rights in Copyrights, Trademarks, Patents, Mask Works, Technology and any other proprietary rights relating to intangible property anywhere in the world, and all registrations and applications related to any of the foregoing and analogous rights thereto anywhere in the world.

3.2 **“Copyrights”** means (a) any rights in original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. § 101 *et. seq.*; (b) all registrations for and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world; and (d) all rights in and to any of the foregoing.

3.3 **“Trademarks”** means: (a) trademarks, service marks, logos, trade dress and trade names, and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise); (b) all registrations and applications to register the foregoing anywhere in the world; (c) all goodwill associated therewith; and (d) all rights in and to any of the foregoing.

ARTICLE IV – ASSIGNMENT

4.1 **Assigned Intellectual Property.** In accordance with this Agreement, Assignor hereby transfers, assigns, conveys, and agrees to deliver to Assignee, and Assignee hereby receives and accepts from Assignor, the following:

- (a) all right, title and interest in the United States and throughout the world of the Assignor in and to the following (collectively, the **“Assigned Intellectual Property”**), and any part, component, aspect, element, and right thereof: all Intellectual Property, including all Copyrights and Trademarks, listed, depicted, or described in Exhibit A, and all tangible embodiments of any of the foregoing, in any form and in any media, subject to all licenses and covenants with respect to any of the foregoing entered into prior to the Effective Date of this Agreement;
- (b) the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, and grant rights and licenses under and with respect to any of the Intellectual Property defined herein, and to sue or otherwise enforce, and continue any suit or other enforcement, for any infringement occurring before or after the Effective Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date; and
- (c) The exclusive right to file, continue, discontinue, prosecute, abandon, maintain, cancel, let expire, apply for and obtain statutory rights and registrations with respect to any Intellectual Property referenced herein, including without limitation any Intellectual Property conceived, developed or reduced to practice prior to the Effective Date solely by individuals who were employees, agents, or affiliates of Assignor who worked on or were assigned to work on the Assigned Mark prior to the Effective Date.

4.2 **Mandatory Laws**. If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any other rights or interest in or to any of the assigned Intellectual Property cannot be assigned as provided herein, (i) Assignor irrevocably agrees to assign and transfer, and hereby assigns and transfers to Assignee, all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to this Agreement to the fullest extent permissible, and (ii) Assignor irrevocably agrees to grant, and hereby grants, Assignee an unlimited, exclusive, irrevocable, assignable, transferable, sublicenseable, worldwide, perpetual, royalty-free license to use, exploit, and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to the assigned Intellectual Property that cannot be assigned as otherwise contemplated herein.

4.3 **Perfecting Assignment**. Assignor hereby covenants to Assignee, and Assignee's successors and assigns, to:

- (i) execute and deliver to Assignee, its successors and assigns all instruments of assignment and transfer, and all such notices, releases, and other documents that would more fully and specifically assign and transfer to and vest in Assignee, its successors and assigns, the rights of Assignor in and to the Assigned Mark;
- (ii) execute and deliver to Assignee, its successors and assigns all other documents, notices, accountings, financial information and other documents and information that would more fully and specifically enable Assignee to receive the assigned benefits of the Assigned Mark; and
- (iii) cooperate as reasonably requested by Assignee in connection with this Assignment for purposes of administration of the Assignment and to enable Assignee to receive the assigned benefits of the Assigned Mark.

ARTICLE V -- REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 Assignor makes the following representations, warranties, and covenants to Assignee:

- (i) Assignor has the power and authority to execute, deliver, and perform his obligations hereunder;
- (ii) Assignor owns the Assigned Mark free and clear of any lien, security interest, charge, or encumbrance as of the Effective Date;
- (iii) Assignor agrees to immediately direct payment of all assigned monies accruing after the Effective date hereof to Assignee at such address or in accordance with such other instructions as Assignee shall request from time to time; and

- (iv) In the event that Assignor receives payment of any assigned monies accruing after the Effective Date, Assignor agrees to hold such monies in trust for the benefit of the Assignee, notify the Assignee of such receipt, and, upon the request of the Assignee, immediately make full and complete transfer and accounting of all such amounts so received.

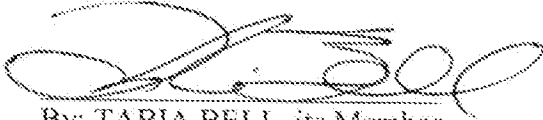
ARTICLE VI – MISCELLANEOUS

- 5.1 Parties Bound.** This Agreement shall be binding upon and be for the benefit of each Party and its successors, personal representatives, executors, administrators, and heirs.
- 5.2 Notices.** Whenever notice is to be made, given, or delivered under this Agreement, it shall be done so in writing and shall be deemed to have been duly made, given, or delivered: (i) when sent, if by facsimile, telex, telegram, or email; (ii) when delivered, if sent by nationally recognized overnight courier service or otherwise against a receipt therefore; or (iii) on the first business day after mailing, if by express mail, and on the second business day after mailing, if by mailed by registered or certified mail – in both cases provided that it was sent postage prepaid. Such notices shall be addressed to the Parties at the address set forth in the records of Company or at such other address as provided by such Party pursuant to the terms of this Section.
- 5.3 Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.
- 5.4 No Waiver.** The failure of a party to promptly enforce a right hereunder shall not constitute a waiver of such right, and the waiver of any right by a Party upon breach of this Agreement shall not constitute a waiver with respect to subsequent breaches.
- 5.5 Entire Agreement and Amendment.** This agreement is the entire agreement between the Parties and shall be modified only by written amendment signed by the Parties.
- 5.6 Severability.** This Agreement is separable. If a court of competent jurisdiction declares any provision of this Agreement or the application of such provision to any entity or circumstance invalid, the remaining provisions and applications of this Agreement other than those held to be invalid shall remain binding.
- 5.7 Headings.** The headings in this Agreement are for convenience only, and shall not be used to modify, limit, or extend any provision.

ARTICLE VII – SIGNATURES

INTENDING TO BE BOUND, the Parties have executed this Assignment, which shall be Effective as of October 18th, 2018

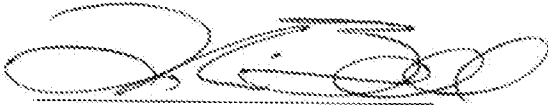
ASSIGNOR:



By: TABIA BELL, its Member
Duly Authorized Agent

10/18/18
Date

ASSIGNEE:



TABIA BELL, an individual

10/18/18
Date

EXHIBIT A
"ASSIGNED MARK"

United States of America
United States Patent and Trademark Office

Succulent Scents

Reg. No. 4,493,950

Registered Mar. 11, 2014

Int. Cls.: 3 and 4

TRADEMARK

PRINCIPAL REGISTER

SUCCULENT SCENTS, LLC (ILLINOIS LIMITED LIABILITY COMPANY)
4953 MISSION DR
ROCKFORD PARK, IL 60071

FOR: COSMETIC PREPARATIONS FOR BODY CARE; NON-MEDICATED BATH PREPARATIONS; ROOM FRAGRANCES, IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52).

FIRST USE: 01-1-2010; IN COMMERCE: 11-1-2011.

FOR: CANDLES, IN CLASS 4 (U.S. CLS. 1, 6 AND 15).

FIRST USE: 10-1-2010; IN COMMERCE: 11-1-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SCENTS", APART FROM THE MARK AS SHOWN.

SER. NO. 85-922,528, FILED 5-3-2013.

NELSON SNYDER, UNASSIGNED ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office