

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498440

<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>
Mr. Alex Goldman		10/18/2018	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bethlehem Ip Holdings LLC		
<b>Street Address:</b>	1911 Spillman Drive		
<b>Internal Address:</b>	Department #27		
<b>City:</b>	Bethlehem		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18015		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2889252	CARRINGTON	
<b>Registration Number:</b>	2865319	EVELIO	
<b>Registration Number:</b>	0856374	FLOR DE MEXICO	
<b>Registration Number:</b>	2869813	NESTOR	
<b>Registration Number:</b>	2189449	PUCK	
<b>Registration Number:</b>	0780871	TIA MARTIA	
<b>Registration Number:</b>	2090697	TORCEDOR	
<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>Email:</b>	hanne.malling@st-group.com		
<b>Correspondent Name:</b>	Hanne Malling		
<b>Address Line 1:</b>	Sydmarken 42		
<b>Address Line 4:</b>	Soeborg, DENMARK 2860		
<b>ATTORNEY DOCKET NUMBER:</b>	GOLDMAN/US16		
<b>NAME OF SUBMITTER:</b>	Hanne Malling		
<b>SIGNATURE:</b>	/hanne.malling/		

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<b>DATE SIGNED:</b>	11/16/2018
<b>Total Attachments: 3</b> source=GOLDMAN - Intellectual Property Assignment#page1.tif source=GOLDMAN - Intellectual Property Assignment#page2.tif source=GOLDMAN - Intellectual Property Assignment#page3.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Agreement"), dated as of October 18, 2018 (the "Effective Date"), is entered into by and between Alex Goldman, an individual with an address of 150 S. Middle Neck Rd #2J Great Neck, NY 11021 ("Assignor") and Bethlehem IP Holdings, LLC, a Delaware limited liability company with an address of 1911 Spillman Drive, Department #27, Bethlehem, PA 18015 ("Assignee") (collectively, "Parties").

WHEREAS, Assignor is the owner of certain trademarks ("Assigned Marks").

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's rights, title and interest, including Intellectual Property Rights, in the Assigned Marks, and Assignee wishes to acquire such rights.

NOW THEREFORE, Assignor and Assignee, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agree as follows:

### 1. Definitions.

1.1. "Assigned Marks" means the trademarks, trade names, service marks, brand names, logos, trade dress, and marks, whether registered or unregistered, specified in Exhibit A attached hereto, together with all applications and registrations associated therewith, and the goodwill of the business symbolized by and associated with the same, all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to all of the foregoing rights.

1.2. "Intellectual Property Rights" means all rights in the Assigned Marks, including rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

### 2. Assignment.

2.1. Assignor's Representations. Assignor represents and warrants that it is the lawful and exclusive owner of the Assigned Marks and no other party has made any claim to the Assigned Marks. Assignor further represents and warrants that it has the exclusive authority to enter into this Agreement.

2.2. Assignment. Assignor hereby irrevocably sells, transfers, conveys, assigns and sets over to Assignee all of its rights (including all Intellectual Property Rights), title, and interest in and to the Assigned Marks, together with all goodwill in connection therewith ("Assignment"). Assignor reserves no rights in any of the Assigned Marks.

2.3. Consideration. In consideration for the Assignment, Assignor hereby accepts the mutual promises contained in this Agreement as well as the consideration set forth in that certain

INTELLECTUAL PROPERTY PURCHASE AND TRANSFER AGREEMENT dated October 18, 2018.

2.4. Recordation. Assignor authorizes the United States Patent and Trademark Office, and any governmental authority of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Assigned Marks and to issue all registrations for the Assigned Marks in the name of Assignee, for the sole use of Assignee in accordance with the terms of this Agreement.

2.5. Enforceability. This Agreement is being executed by Assignor and Assignee and shall be binding upon each of them, and their respective successors and consented-to assigns, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

ASSIGNOR:

  
\_\_\_\_\_  
Alex Goldman

ASSIGNEE:

Bethlehem IP Holdings, LLC

By: 

Name: Dorian M. Moran

Title: Secretary

## EXHIBIT A

### Trademarks

- Carrington, US Federal reg. no. 2,889,252
- Evelio, US Federal reg. no. 2,865,319
- Flor De Mexico, US Federal reg. no. 856,374
- Nestor, US Federal reg. no. 2,869,813
- Puck, US Federal reg. no. 2,189,449
- Tia Martia, US Federal reg. no. 780,871
- Torcedor, US Federal reg. no. No. 2,090,697