

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sensio Inc.		06/10/2018	Corporation: CANADA
8610070 Canada Inc.		06/10/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Sensio, Inc.		
Street Address:	261 Madison Aveune		
Internal Address:	25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Serial Number:	87351783	AUTHENTIC THROWBACK APPLIANCE CO.	
Serial Number:	86297395	AUTHENTIC THROWBACK APPLIANCE CO	
Serial Number:	86297388	AUTHENTIC THROWBACK APPLIANCE CO	
Serial Number:	87080623	CHEF-BUILT	
Serial Number:	87304627	CHEF-BUILT	
Serial Number:	87947568	CHEF-BUILT PROFESSIONAL	
Serial Number:	86724431	CRUX	
Serial Number:	86724418	CRUX	
Serial Number:	86724407	CRUX	
Registration Number:	5192760	CRUX	
Registration Number:	5192767	CRUX	
Serial Number:	87208968	HYDE PARK	
Serial Number:	87208976	HYDE PARK	
Serial Number:	87347110	HYDE PARK	
Serial Number:	87632885	JAWZ	
Serial Number:	86552171	KITCHENSMITH	
Serial Number:	86552166	KITCHENSMITH	

OP \$1440.00 87351783

Property Type	Number	Word Mark
Serial Number:	86981940	KITCHENSMITH
Serial Number:	86981939	KITCHENSMITH
Serial Number:	87513838	KITCHENSMITH
Serial Number:	87603891	RAINIER PEAK
Serial Number:	87603877	RAINIER PEAK
Serial Number:	86121485	SIZE-WISE
Serial Number:	87957126	SPARIA
Serial Number:	87378866	THE CYBORG
Serial Number:	88010847	TRIO MULTIBREW SYSTEM
Serial Number:	86147094	BELLA
Serial Number:	86848565	BELLA
Serial Number:	87197066	BELLA
Serial Number:	87197069	BELLA
Serial Number:	87197071	BELLA
Serial Number:	87197073	BELLA
Serial Number:	87197075	BELLA
Serial Number:	87260710	BELLA
Serial Number:	87222371	BELLA
Serial Number:	87260718	BELLA
Serial Number:	87222384	BELLA
Serial Number:	87304675	BELLA
Serial Number:	85978214	BELLA
Serial Number:	85341334	BELLA
Serial Number:	77104098	BELLA
Serial Number:	87639680	BELLA
Serial Number:	87870591	BELLA BASICS
Serial Number:	87870647	BELLA BASICS
Serial Number:	87870665	BELLA BASICS
Serial Number:	85908415	BELLA CELEBRATE GENUINE FUN OUTGOING FRE
Serial Number:	87406115	BELLA
Serial Number:	87513841	BELLA ELITE
Serial Number:	87513842	BELLA PRO SERIES
Serial Number:	86650652	BELLALIFE
Serial Number:	86650670	BELLALIFE
Serial Number:	87396377	BELLALIFE
Serial Number:	86161983	HOMEMADE
Serial Number:	85704225	NUTRIPRO
Serial Number:	88052150	NUTRIPRO

Property Type	Number	Word Mark
Registration Number:	3973724	B BELLA
Registration Number:	4578385	B BELLA

CORRESPONDENCE DATA

Fax Number: 2127446509

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: 2124726262

Email: alatifi@tuckerlatifi.com

Correspondent Name: Afschineh Latifi

Address Line 1: 160 East 84th Street

Address Line 2: Suite 5E

Address Line 4: New York, NEW YORK 10028

NAME OF SUBMITTER:	Afschineh Latifi
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SIGNATURE:	/Afschineh Latifi/
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DATE SIGNED:	12/14/2018
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Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is entered into on October 19, 2018 by Bellahousewares.com Inc. (f/k/a 8610070 Canada Inc.), a corporation organized under the Canada Business Corporations Act ("Bellahousewares"), Sensio Inc., a limited company organized under the Companies Act of Nova Scotia ("Sensio Inc."), 8479950 Canada Inc., a corporation organized under the Canada Business Corporations Act ("8479950" and collectively with Bellahousewares and Sensio Inc., the "Assignors"), and Sensio Inc., a corporation organized under the laws of the State of Delaware (the "Assignee").

WHEREAS, this Assignment is made pursuant to the terms of the Amended and Restated Agreement (the "Agreement"), effective as of June 10, 2018, by and among Star Elite Inc., Lavy Holdings Corp., Danny Lavy, Sensio Company, the Assignors, Hong and Co., the Assignee and Shae Hong (with each capitalized term used but not defined in this Assignment shall have the meaning ascribed to it in the Agreement); and

WHEREAS, pursuant to the terms of the Agreement, the Assignors have agreed to assign to the Assignee all of the Assignors' rights, titles and interests in the Intellectual Property included in the Purchased Assets listed on Exhibit A attached hereto (the "Intellectual Property").

NOW, THEREFORE, pursuant to the Agreement and in consideration of the mutual promises therein and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment agree as follows:

1. Assignment. The Assignors hereby assign to the Assignee all of the Assignors' worldwide rights, titles and interests in any Intellectual Property, together with the goodwill associated therewith, all rights to sue for any infringement thereof (whether arising before or after the date hereof), and any original, provisional, non-provisional, divisional, continuation, renewal, substitute, reissue and re-examination applications and patents applied for or granted therefore in the United States, Canada and all other countries, including all rights of priority from the filing of said applications. The U.S. Patents and Trademarks Office and all other patent or trademark offices around the world where the Intellectual Property are filed are hereby authorized and requested to issue all patents and trademarks on the Intellectual Property or resulting therefrom to Assignee as assignee of the entire interest therein.
2. Further Assurances. At any time or from time to time upon the request of the Assignee, the Assignors shall execute additional documents and instruments, and shall do additional acts and things as the Assignee may reasonably request in order to fully effectuate the purposes of this Assignment.
3. Assignment Subject to Agreement. The Assignors and the Assignee acknowledge and agree that nothing in this Assignment shall be deemed to supersede, enlarge or modify in any manner whatsoever any of the provisions of the Agreement, including without limitation any representations, warranties, covenants, agreements and indemnities, all of which survive the execution and delivery of this Assignment and remain in full force and effect as provided in, and subject to the provisions of, the Agreement. If any conflict or

inconsistency exists between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall govern and control.

4. Benefit. This Assignment shall bind and inure to the benefit of the Assignors and the Assignee and their respective successors and assigns.
5. Arbitration. From and after the Closing, any claim, dispute, or controversy of whatever nature arising out of or relating to this Assignment, including any action or claim based on tort, contract, or statute (including any claims of breach), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Assignment shall be resolved by final and binding arbitration administered by an arbitrator to be mutually agreed by the Assignors and the Assignee or, if the Assignors and the Assignee are unable to agree on the identity of the arbitrator within fifteen (15) days, any party shall have the right to request that any court sitting in the Province of Quebec, district of Montreal, shall select and appoint such arbitrator and this Assignment shall be construed, interpreted, enforced and governed by and under the laws of the Province of Quebec without regard to its choice of law rules.
6. Counterparts. This Assignment may be executed in counterparts, each of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party.

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IN WITNESS WHEREOF, duly authorized representatives of the parties hereto have executed this Assignment as of the day and year first above written.

BELLAHOUSEWARES.COM INC.

by 
Name: Shae Hong
Title: Authorized Officer

SENSIO INC.

by 
Name: Shae Hong
Title: Authorized Officer

8479950 CANADA INC.

by 
Name: Shae Hong
Title: Authorized Officer

SENSIO INC.

by 
Name: Shae Hong
Title: Chief Executive Officer

[Signature Page to Assignment of Intellectual Property]

Exhibit A

List of Intellectual Property

TRADEMARKS

295636 - 8479950 CANADA INC.								
Reference #	Mark	CNTRY	Goods / Services	Application #	File Date	Reg Date	Registration #	Status
295636.00129	AUTHENTIC THROWBACK APPLIANCE CO.	UNITED STATES	7, 11, 30	87/351,783	02/27/2017			PENDING
295636.00039	AUTHENTIC THROWBACK-APPLIANCE CO & Design	UNITED STATES	11	86/297,395	6/02/2014			PENDING
295636.00037	AUTHENTIC-THROWBACK-APPLIANCE CO & Design	UNITED STATES	7	86/297,388	06/02/2014			PENDING
295636.00104	CHEF-BUILT	UNITED STATES	7, 11	87/080,623	06/22/2016			PENDING
295636.00114	CHEF-BUILT	UNITED STATES	8, 21	87/304,627	01/17/2017			PENDING
295636.00175	CHEF-BUILT PROFESSIONAL	UNITED STATES	7, 11	87/947,568	06/04/2018			PENDING
295636.00120	CRUX	UNITED STATES	7, 8, 9, 21	86/724,431	08/13/2015			ALLOWED
295636.00121	CRUX	UNITED STATES	7, 11	86/724,418	08/13/2015			ALLOWED
295636.00122	CRUX	UNITED STATES	7	86/724,407	08/13/2015			ALLOWED
295636.00153	CRUX	UNITED STATES	7	86/724,407		04/25/2017	5,192,760	REGISTERED
295636.00154	CRUX	UNITED STATES	11	86/724,418		04/25/2017	5,192,767	REGISTERED

295636.00107	HYDE PARK	UNITED STATES	7	87/208,968	10/19/2016			PENDING
295636.00108	HYDE PARK	UNITED STATES	11	87/208,976	10/19/2016			PENDING
295636.00131	HYDE PARK	UNITED STATES	8, 21	87/347,110	02/23/2017			PENDING
295636.00160	JAWZ	UNITED STATES	7	87/632,885	10/04/2017			PENDING
295636.00054	KITCHENSMITH	UNITED STATES	11	86/552,171	03/03/2015			PENDING
295636.00055	KITCHENSMITH	UNITED STATES	7	86/552,166	03/03/2015			PENDING
295636.00137	KITCHENSMITH	UNITED STATES	11	86/981,940	03/03/2015			PENDING
295636.00138	KITCHENSMITH	UNITED STATES	7	86/981,939	03/03/2015			PENDING
295636.00146	KITCHENSMITH	UNITED STATES	8, 9, 21	87/513,838	07/01/2017			PENDING
295636.00157	RAINIER PEAK	UNITED STATES	21	87/603,891	09/11/2017			PENDING
295636.00165	RAINIER PEAK	UNITED STATES	8	87/603,877	09/11/2017			PENDING
295636.00016	SIZE-WISE	UNITED STATES	11	86/121,485	11/18/2013			ALLOWED
295636.00187	SPARIA	UNITED STATES	11	87/957,126	06/11/2018			PENDING
295636.00135	THE CYBORG	UNITED STATES	7	87/378,866	03/21/2017			PENDING
295636.00192	TRIO MULTIBREW SYSTEM	UNITED STATES	11	88/010,847	06/22/2018			PENDING

291344 - Sansio inc.								
Reference #	Mark	CNTRY	Goods / Services	Application #	File Date	Reg Date	Registration #	Status
291344.00215	BELLA	UNITED STATES	21	86/147,094	12/18/2013			PENDING
291344.00377	BELLA	UNITED STATES	11	86/848,565	12/14/2015	08/29/2017	5,273,793	REGISTERED
291344.00405	BELLA	UNITED STATES	11	87/197,066	10/07/2016			PENDING
291344.00406	BELLA	UNITED STATES	11	87/197,069	10/07/2016			PENDING
291344.00407	BELLA	UNITED STATES	11	87/197,071	10/07/2016			PENDING
291344.00408	BELLA	UNITED STATES	11	87/197,073	10/07/2016			PENDING
291344.00411	BELLA	UNITED STATES	11	87/197,075	10/07/2016			PENDING
291344.00416	BELLA	UNITED STATES	7	87/260,710	12/07/2016			PENDING
291344.00417	BELLA	UNITED STATES	8	87/222,371	11/01/2016			PENDING
291344.00418	BELLA	UNITED STATES	11	87/260,718	12/07/2016			PENDING
291344.00420	BELLA	UNITED STATES	21	87/222,384	11/01/2016			PENDING
291344.00426	BELLA	UNITED STATES	21, 24, 30	87/304,675	01/17/2017			PENDING
291344.00429	BELLA	UNITED STATES	7, 11	85/978,214	06/08/2011	11/04/2014	4,633,421	REGISTERED
291344.00434	BELLA	UNITED STATES	8, 21	85/341,334	06/08/2011			ALLOWED
291344.00435	BELLA	UNITED STATES	11	77/104,098	02/09/2007	12/02/2008	3,540,899	REGISTERED
291344.00493	BELLA	UNITED STATES	7	87/639,680	10/10/2017			PENDING
291344.00500	BELLA BASICS	UNITED STATES	7	87/870,591	04/10/2018			PENDING
291344.00540	BELLA BASICS	UNITED STATES	11	87/870,647	04/10/2018			PENDING
291344.00541	BELLA BASICS	UNITED STATES	8, 21	87/870,665	04/10/2018			PENDING
291344.00090	BELLA Design	UNITED STATES	7, 8, 11, 21, 24, 30	85/908,415	04/18/2013			ALLOWED
291344.00469	BELLA Design	UNITED STATES	24	87/406,115	04/10/2017			ALLOWED
291344.00479	BELLA ELITE	UNITED STATES	21	87/513,841	07/01/2017			ALLOWED
291344.00482	BELLA PRO SERIES	UNITED STATES	21	87/513,842	07/01/2017			ALLOWED

NYC#: 162307.3

291344.00354	BELLALIFE	UNITED STATES	7	86/650,652	06/03/2015		ALLOWED
291344.00355	BELLALIFE	UNITED STATES	11	86/650,670	06/03/2015		PENDING
291344.00463	BELLALIFE	UNITED STATES	8, 21	87/396,377	04/03/2017		PENDING
291344.00433	HOMEMADE	UNITED STATES	7, 8, 11, 21	86/161,983	01/09/2014		ALLOWED
291344.00020	NUTRIPRO	UNITED STATES	7	85/704,225	08/15/2012		PENDING
291344.00555	NUTRIPRO	UNITED STATES	7	88/052,150	07/25/2018		PENDING
	B BELLA AND Design	UNITED STATES	3,973,724	06/07/2011			
	B BELLA AND Design	UNITED STATES	4,578,385	08/05/2014			