

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loveearth LLC		02/27/2019	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Frederick Goldman, Inc.		
Street Address:	55 Hartz Way		
City:	Secaucus		
State/Country:	NEW JERSEY		
Postal Code:	07094		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87663365	LOVE EARTH AN INSPIRED CHOICE	
Serial Number:	88297748	LOVE EARTH	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<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:	2127686758		
Email:	trademarks.us@dentons.com, laura.greene@dentons.com		
Correspondent Name:	Monica Richman		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Laura M. Greene		
SIGNATURE:	/Laura M. Greene/		
DATE SIGNED:	03/08/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") made as of the 27th day of February, 2019, by and between Loveearth LLC, a Massachusetts limited liability company ("Assignor"), and Frederick Goldman, Inc., a New York corporation, as assignee (the "Assignee"). This Assignment is executed and delivered by the parties hereto pursuant to, and is subject to the terms of, the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Assignor and Assignee and the member of the Assignor. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

RECITALS

WHEREAS, pursuant to the Purchase Agreement, for value received, Assignor has conveyed, transferred, and assigned to Assignee certain Purchased Assets, including without limitation, the Intellectual Property listed on Schedule A attached hereto, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, in accordance therewith, the Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, the Intellectual Property listed on Schedule A attached hereto.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby agree to, and Assignee hereby accepts, the following:

1. Intellectual Property. Assignor hereby irrevocably grants, sells, conveys, transfers, assigns, bargains, delivers and relinquishes exclusively to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property listed on Schedule A attached hereto, together with the goodwill of the business associated therewith and that is symbolized thereby; all rights to sue, enjoin and recover damages for infringement of any such Intellectual Property, whether arising prior or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, 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 reasonably necessary to effect, evidence, or perfect the assignment

of the Intellectual Property listed on Schedule A attached hereto to Assignee, or any assignee or successor thereto.

3. Terms of the Asset and Contribution Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Amendments. No amendment, change or modification of this Assignment shall be effective unless set forth in writing and signed by the parties.

5. Assignment. This Assignment shall bind and inure to the benefit of Assignee and its respective successors, assigns, heirs and personal representatives. Assignor may not assign their obligations hereunder to any other person or entity.

6. Severability. In the event that any one or more provisions of this Assignment are deemed to be illegal or unenforceable, then the parties shall hereby request a tribunal, forum or court of competent jurisdiction to reform any such provision so as to make it enforceable while also maximizing the intent of the parties. If said provisions cannot be so modified, then such illegality or unenforceability will not affect any of the remaining legal and enforceable provisions hereof, which will be continued as if the illegal and unenforceable provisions had not been inserted herein.

7. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

8. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by certified or registered mail, return receipt requested and with postage prepaid, to the address of such party set forth in the Purchase Agreement. Either party hereto may change the address to which the notices shall be sent by providing written notification thereof to the other party.

9. Governing Law. This Assignment shall be governed by and construed under the laws of the State of New York without regard to the conflict of laws principles that would require application of any other law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

LOVEEARTH LLC

By: D. P. Schneider
Name: Daniel Philip Schneider, Sr.
Title: Manager

ASSIGNEE:

FREDERICK GOLDMAN, INC.

By: [Signature]
Name: Richard Goldman
Title: President

[Trademark Assignment]

SCHEDULE A

TRADEMARKS

Trademark	Reg. No. (app no.)
LOVE EARTH AN INSPIRED CHOICE	87663365
LOVE EARTH <small>AN INSPIRED CHOICE</small>	
LOVE EARTH	(88297748)

[Trademark Assignment]