

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPTIMUM TRADING LLC		11/15/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BAHAR LLC		
Street Address:	152 GETTY AVE		
City:	CLIFTON		
State/Country:	NEW JERSEY		
Postal Code:	07011		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88207768	L'AMOUR PARIS	
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:	6095606128		
Email:	aaronb@jonallaw.com		
Correspondent Name:	AARON BAYRAM		
Address Line 1:	28 SUMMIT AVENUE		
Address Line 4:	HACKENSACK, NEW JERSEY 07601		
NAME OF SUBMITTER:	AARON BAYRAM		
SIGNATURE:	/AARON BAYRAM/		
DATE SIGNED:	11/15/2019		
Total Attachments: 10			
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TRADEMARK ACQUISITION AGREEMENT

This TRADEMARK ACQUISITION AGREEMENT ("**Agreement**"), dated as of November 13, 2019 is made by and between Optimum Trading LLC a State of New Jersey limited liability company ("**Seller**"), and Bahar LLC a State of NJ limited liability company ("**Buyer**").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all Seller's right, title, and interest in and to the trademarks (as defined below) that are subject to pending application submitted to United States Patent and Trademark Office ("**USPTO**"), and related rights, together with the goodwill connected with the use of and symbolized by such Trademarks, subject to the terms and conditions set forth herein,

Buyer is the successor to the ongoing and existing business of Seller to which such Trademarks relate. Upon transfer of the Trademarks, the Seller will initiate dissolution process and Buyer will continue to operate the business Trademark relate to.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purchase and Sale of Trademarks.** Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (collectively, "**Acquired Rights**"), together with the goodwill associated therewith and symbolized thereby:

(a) the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin ("**Trademarks**") listed on Schedule 1 all registrations, pending applications for registration, intent to use applications, and renewals of such Trademarks (collectively, "**Acquired Marks**")

(b) all internet domain name registrations and social media account or usernames (including "handles") incorporating any Acquired Mark including the domain names and social media accounts, and all associated web addresses, URLs, websites and web pages, and all content and data thereon or relating thereto;

(c) all claims and causes of action with respect to any of the foregoing, [whether accruing before, on, or after the date hereof/accruing on 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, violation, breach, or default; and

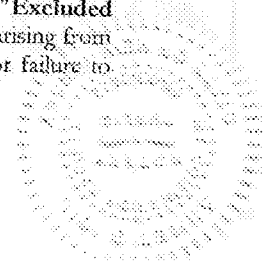
(d) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. **Assumption of Licenses/No Liabilities.** Buyer neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising (collectively, "**Excluded Liabilities**"), including, for the avoidance of doubt, any obligations, claims, or liabilities arising from or in connection with any circumstances, causes of action, breach, violation, default, or failure to perform by or of Seller with respect to the Licenses.

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3. Purchase Price.

(a) The aggregate purchase price for the Acquired Rights shall be five hundred US Dollars (\$500) (the "**Purchase Price**").

(b) Buyer shall pay the Purchase Price within 30 business days following the parties' full execution of this Agreement. Payment shall be made in US dollars.

4. Deliverables. Upon execution of this Agreement, Seller shall deliver to Buyer the following:

(a) an assignment in the form of **Error! Reference source not found.** (the "**Assignment**") and duly executed by Seller, transferring all of Seller's right, title, and interest in and to the Acquired Rights to Buyer;

(b) the complete prosecution files for all Acquired Marks in such form and medium as reasonably requested by Buyer, and all such other documents, correspondence, and information as are reasonably requested by Buyer to register, own, or otherwise use the Acquired Rights.

(c) copies of all consents, permissions, and agreements required for the transfer of Licenses.

5. Further Assurances; Recordation.

(a) From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

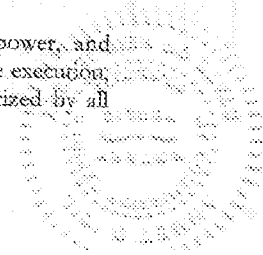
(b) Without limiting the foregoing, and without limiting Section 4(a), Seller shall execute and deliver to Buyer, at Buyer's expense, such assignments and other documents, certificates, and instruments of conveyance in a form satisfactory to Buyer and suitable for filing with the USPTO/United States Patent and Trademark Office ("**USPTO**"). Seller shall take such steps and actions, and provide such cooperation and assistance, to Buyer 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 Acquired Rights to Buyer, or any of Buyer's successors or assigns.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section are true and correct as of the date hereof and do not contain any untrue statement of material fact or omit any material fact necessary to make the statements contained in this Section not misleading under the circumstances under which they were made.

(a) Authority of Seller; Enforceability. Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all

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necessary organizational action of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Seller, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject, or (iv) result in the creation or imposition of any encumbrances on the Acquired Rights.

(c) Ownership. Seller owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances. Seller is in full compliance with all legal requirements applicable to the Acquired Rights and Seller's ownership and use thereof.

(d) Registrations and Applications. Schedule 1 contains a correct, current and complete list of all registrations and applications for registration owned by or licensed to Seller in the Acquired Marks, specifying as to each, as applicable: the word mark and/or design, the record owner, the jurisdiction in which it has been granted or filed, the registration or application serial number, and the registration or application date.

(e) Non-Infringement. The registration, ownership, and exercise of the Acquired Rights by Seller did not, do not and will not infringe or otherwise violate the US intellectual property or other US rights of any third party or violate any applicable regulation or law.

(f) Legal Actions. There are no actions (including any opposition or cancellation proceedings) settled, pending, or, to Seller's knowledge, threatened (including in the form of offers to obtain a license) in relation to the Acquired Rights.

7. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the statements contained in this Section are true and correct as of the date hereof[and do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained in this Section not misleading under the circumstances under which they were made].

8. Indemnification.

(a) Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.

(b) Seller shall defend, indemnify, and hold harmless Buyer, Buyer's affiliates, and their respective shareholders, directors, officers, and employees (each, a "**Buyer Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind,

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including [reasonable] attorneys' fees, [the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers] (collectively, "Losses") arising out of [or in connection with] any third-party claim, suit, action, or proceeding (each, a "Third-Party Claim") related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Seller contained in this Agreement or any document to be delivered hereunder; or (ii) any Excluded Liabilities.

9. Miscellaneous.

(a) Interpretation. For purposes of this Agreement, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein are intended to be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(b) Entire Agreement. This Agreement constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

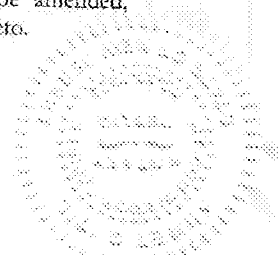
(c) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(e) Governing Law, Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of New Jersey.

(f) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

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(g) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

OPTIMUM TRADING LLC, SELLER

By: *R. Vural*

Name: *Rubil Vural*

Title: *President*

Nov. 13, 2019
AHMET G. IDIR
Notary Public, State of New Jersey
My Commission Expires
May 03, 2022

BAHAR LLC, BUYER

By: *[Signature]*

Name: *Ahmet Can*

Title: *President*

Nov. 15, 2019
AHMET G. IDIR
Notary Public, State of New Jersey
My Commission Expires
May 03, 2022

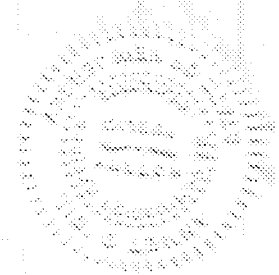
SCHEDULE 1

Acquired Marks

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date	Description of Goods/Services
L'AMOUR PARIS	US	88207768	11/27/2018	030. Bakery desserts; bakery goods; bakery goods and dessert items, namely, cakes, cookies, pastries, candies, and frozen confections for retail and wholesale distribution and consumption on or off the premises; bakery goods and dessert items, namely, cheesecakes for retail and wholesale distribution and consumption on or off the premises; bakery products; bakery products, namely, sweet bakery goods; baklava; cookies; dessert mousse; dessert puddings; dessert souffles; frozen custards; frozen flour-free foods, namely, pancakes, crepes, sandwich wraps, muffins and griddle cake sandwiches which are protein-enriched; frozen flour-free foods, namely, waffles, pancakes, crepes, sandwich wraps, muffins and griddle cake sandwiches which are protein-enriched; ice cream; ice cream desserts; pastries; pastries with fruit; pastry; flavored, sweetened gelatin desserts; frozen dessert consisting of fruit and cream or cream substitutes; macaroons

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SCHEDULE 3

Online Assets

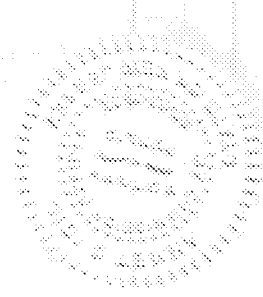
Domains

Domain Name	Domain Registrar	Expiration Date

Social Media Accounts

Account Name/Username/Handle	Owner

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ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optimum Trading LLC a State of New Jersey limited liability company ("Seller") hereby sells, assigns, transfers, and conveys to Bahar LLC, a New Jersey Limited Liability Company ("Buyer"), pursuant to the Trademark Acquisition Agreement dated as of November 13, 2019, by and between Seller and Buyer, all of Seller's right, title, and interest in and to the trademarks set forth on Schedule 1 attached hereto and incorporated by this reference herein, together with the goodwill associated therewith and symbolized thereby, and all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief and future infringement or other violation, and all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Seller 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 of Trademarks upon request by Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed on this 7th day of November 2019 by its duly authorized officer.

Optimum Trading LLC

By: R. Vural

Name: Rubil Vural

Title: President

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF Passaic)SS.

On the 15 day of Nov. 2019, before me personally appeared Rubil Vural 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 he executed the same in his authorized capacity as the President of Optimum Trading LLC a NJ limited liability company and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

My Commission Expires: [DATE]

Notary Public

Printed Name:

Nov 15, 2019
AHMET G. IDIL
Notary Public, State of New Jersey
My Commission Expires
May 03, 2022

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AGREED TO AND ACCEPTED:

BAHAR LLC

By: 

Name:

Title:

Ahmet Can
President

ACKNOWLEDGMENT

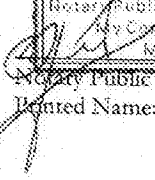
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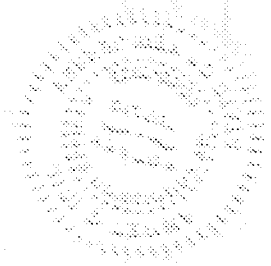
On the 15 day of Nov, 2019, before me personally appeared Ahmet Can proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of BAHAR LLC a NJ limited liability company and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

My Commission Expires:

AHMET G. IDIL
Notary Public, State of New Jersey
My Commission Expires
May 03, 2022


Notary Public
Printed Name:

Nov 15, 2019



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**Schedule 1
Assigned Mark**

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date	Description of Goods/Services
L'AMOUR PARIS	US	88207768	11/27/2018	030. Bakery desserts; bakery goods; bakery goods and dessert items, namely, cakes, cookies, pastries, candies, and frozen confections for retail and wholesale distribution and consumption on or off the premises; bakery goods and dessert items, namely, cheesecakes for retail and wholesale distribution and consumption on or off the premises; bakery products; bakery products, namely, sweet bakery goods; baklava; cookies; dessert mousse; dessert puddings; dessert souffles; frozen custards; frozen flour-free foods, namely, pancakes, crepes, sandwich wraps, muffins and griddle cake sandwiches which are protein-enriched; frozen flour-free foods, namely, waffles, pancakes, crepes, sandwich wraps, muffins and griddle cake sandwiches which are protein-enriched; ice cream; ice cream desserts; pastries; pastries with fruit; pastry; flavored, sweetened gelatin desserts; frozen dessert consisting of fruit and cream or cream substitutes; macarons

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