

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552023

<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>
Griselangel Paula (DBA Customplus Griselangel Paula, USA SOLE PROPRIETORSHIP NEW JERSEY)		12/05/2019	<del>Corporation</del> Individual
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rebdolls, Inc.		
<b>Street Address:</b>	104 Lexington Avenue		
<b>City:</b>	Passaic		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07055		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5102941	REBDOLLS UNAPOLOGETIC FASHION	
<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>Phone:</b>	5082616002		
<b>Email:</b>	sherry@sherrycountrymanlaw.com		
<b>Correspondent Name:</b>	Sherry		
<b>Address Line 1:</b>	285 BARNES RD		
<b>Address Line 4:</b>	VINEYARD HAVEN, MASSACHUSETTS 02568		
<b>NAME OF SUBMITTER:</b>	Sherry L. Countryman		
<b>SIGNATURE:</b>	/Sherry L. Countryman/		
<b>DATE SIGNED:</b>	12/05/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made effective December 2, 2019, by and between Griselangel Paula (DBA Customplus Griselangel Paula, USA SOLE PROPRIETORSHIP NEW JERSEY), an individual ("Assignor") and Rebdolls Inc., a New Jersey corporation ("Assignee").

### RECITALS

A. Assignor holds all right, title and interest in and to the trademarks, trademark applications and service marks set forth on Exhibit A hereto (the "Marks").

B. Assignor anticipates entering into a stock purchase agreement (the "Purchase Agreement"), pursuant to which Assignor will sell to a third party all of Assignor's stock in Assignee. Assignor will derive substantial benefit as a result of the consummation of the transactions contemplated by the Purchase Agreement. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

C. The execution and delivery of this Agreement is a requirement under the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby sells, assigns, conveys and transfers unto Assignee, Assignor's entire right, title and interest throughout the world in and to the Marks (including any common law rights associated therewith and rights to use the Marks as a trade name), together with the goodwill of the Business associated therewith and symbolized thereby, and all rights to claim priority thereto in the United States and any other jurisdiction with full benefit of such priority as may now or hereafter be granted by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits, damages and other legal or equitable relief for past, present and future infringements, dilutions and other violations thereof, including, without limitation, the right to compromise, sue for and collect such profits, damages and other legal or equitable relief; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

2. Authorization. Assignor hereby authorizes the Director of the United States Patent & Trademark Office, and the empowered official of any other jurisdiction whose duty it is to record trademark registrations and applications, and title thereto, to record the Marks and title thereto as the property of Assignee.

3. Further Assurances. Assignor shall execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take any such other action as shall be necessary, or otherwise reasonably requested by Assignee, to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of

the transactions contemplated hereby, or otherwise to carry out the intent and purposes of the Purchase Agreement and this Agreement.

4. Assignment of this Agreement. This Agreement may be assigned by Assignee in whole or in part to a subsidiary of Assignee or in connection with the sale of any part of the business of Assignee to which the Marks relate.

5. Counterparts. This Agreement may be executed in one or more counterparts (which may be by facsimile or other electronic transmission) and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

6. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law rules.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by a duly authorized representative of each party hereto as of the date first above written.

ASSIGNOR:



Griselaugel Paula ((DBA Customplus Griselaugel  
Paula, USA SOLE PROPRIETORSHIP NEW  
JERSEY)

ASSIGNEE:

REBDOLLS INC.

By: 

Name: Griselaugel Paula

Title: President

State of New Jersey  
County of Passaic

On this 5 day of December, 2019, before me, the undersigned notary public, personally appeared Crisangel Bulg, proved to me through satisfactory evidence of identification, which was Devi Lewis, to be the person whose name was signed on the preceding or attached document in my presence.

My Commission Expires:

Sasha Objio  
Notary Public

02/20/2023

SASHA OBJIO  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50077080  
My Commission Expires 2/20/2020



Exhibit A

Marks

Reg. No. (App. No.)	Mark	Jurisdiction	Registration Date
5102941	REBDOLLS Unapologetic Fashion	United States	12/20/2016