

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Next Adventure		01/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Xgen, LLC		
Street Address:	59 LAKE DR		
City:	HIGHTSTOWN		
State/Country:	NEW JERSEY		
Postal Code:	08520		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4353768	ENVY	
Registration Number:	4861666	BACI LINGERIE	
Registration Number:	2836400	BACCI	
Registration Number:	5225125	BACI LINGERIE	
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:	6094261777		
Email:	maryanne@ecn.com		
Correspondent Name:	MARY IULIANO, ESQ		
Address Line 1:	59 LAKE DR		
Address Line 4:	HIGHTSTOWN, NEW JERSEY 08540		
NAME OF SUBMITTER:	Mary Anne Iuliano, Esq		
SIGNATURE:	/mary anne iuliano, esq/		
DATE SIGNED:	01/10/2020		
Total Attachments: 2			
source=TheNextAdventure-Xgen-TM Assignemnts-Envy-BaciLingerie-Bacci-Jan2020#page1.tif			
source=TheNextAdventure-Xgen-TM Assignemnts-Envy-BaciLingerie-Bacci-Jan2020#page2.tif			

OP \$115.00 4353768

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

The Next Adventure, a limited liability company organized and existing under the laws of Delaware, with corporate offices at 59 Lake Dr, Hightstown, NJ 08520 (the "Assignor") of the one part;

AND

Xgen, LLC, a limited liability company organized and existing under the laws of Delaware, with corporate offices at 59 Lake Dr, Hightstown, NJ 08520 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

The Parties are under common control and this assignment formalizes a transfer to an affiliate.

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark(s) application(s) (the "Trademark") in the United States of America (the "Territory") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Registration No.</u>
Envy	4353768
Baci Lingerie	4861666
Bacci	2836400
Baci Lingerie	5225125

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. As a transfer to an affiliated entity, consideration is the sum of 100 US dollars (one hundred US dollars only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
4. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the state of New Jersey.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 5th day of 2019, year

For and on behalf of the Assignor

Signature: _____

By: Frank Kuzensky
Title: Member

For and on behalf of the Assignee

Signature: _____

By: Michael Kuzensky
Title: Member