

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clover Holdings Limited		11/14/2019	international business company: SAINT VINCENT AND THE GRENADINES
RECEIVING PARTY DATA			
Name:	Three Letter Limited		
Street Address:	Long Street, P.O. Box 909		
Internal Address:	c/o Hill & Hill Chambers		
City:	St. John's		
State/Country:	ANTIGUA AND BARBUDA		
Entity Type:	company limited by shares: ANTIGUA AND BARBUDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3122247	SEX.COM	
Registration Number:	3284052	SEX.COM	
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:	2125246051		
Email:	dsteiner@mkwllp.com		
Correspondent Name:	David Steiner		
Address Line 1:	15 W. 26th Street 7th FL		
Address Line 2:	Mauriel Kapouytian Woods LLP		
Address Line 4:	New York, NEW YORK 10010		
ATTORNEY DOCKET NUMBER:	10269-6		
NAME OF SUBMITTER:	David Steiner		
SIGNATURE:	/David Steiner/		
DATE SIGNED:	01/29/2020		
Total Attachments: 3	source=Exhibit D-2 TLL-Clover#page1.tif		

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") effective as of this 14th day of November 2019 ("Effective Date") is made by and between Three Letter Limited, a company limited by shares organized under the laws of Antigua and Barbuda ("Assignee") and Clover Holdings Limited, an international business company organized under the laws of Saint Vincent and the Grenadines ("Assignor") pursuant to that certain Asset Purchase Agreement between Assignee and Assignor of even date herewith (the "Asset Purchase Agreement").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agrees as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally assigns to Assignee, all of Assignor's right, title, and interest in and to the trademark registrations and applications set forth in the table below (the "Trademarks"), along with the goodwill of the business symbolized by such trademarks. Assignor further irrevocably and unconditionally assigns to Assignee the right to bring all claims for past, present, and future infringement, dilution, or other violation of the Trademarks, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement, dilution, or other violation as well as the right to grant releases for past violations.

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>
3122247	SEX.COM	U.S.
3284052	SEX.COM	U.S.

2. Further Assurances. Assignor will take all actions and execute all documents as Assignee may reasonably request to: (a) effectuate the above transfer to Assignee of the Trademarks, and the vesting of complete and exclusive ownership in Assignee of the Trademarks; and (b) provide Assignee with evidence of Assignor's rights in the Trademarks in any judicial, opposition, or other proceedings in respect of the Trademarks.

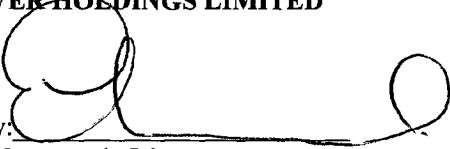
3. Miscellaneous. This Assignment may be executed by the parties on any number of separate counterparts, by facsimile or email, and all of those counterparts taken together will be deemed to constitute one and the same instrument. This Assignment, together with the Asset Purchase Assignment, constitutes the entire Assignment between the Parties and supersedes all prior oral and written negotiations, communications, discussions, and correspondence pertaining to the subject matter of this Assignment.

[signature page follows]

Exhibit D-2

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the Effective Date.

CLOVER HOLDINGS LIMITED



By: _____
E. M. French, Director
Leeward Directors Limited
for and on behalf of
Clover Holdings Limited

CLOVER HOLDINGS LIMITED



By: _____
Jeff Gilroy
Authorised Signatory

THREE LETTER LIMITED

By: _____
Olivier Janssens
Director

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Jeff Gilroy
Authorised Signatory

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Olivier Japssens
Director