

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900530585
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Perfumania Holdings, Inc.		12/02/2019	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Obsession Holdings, Inc.
Street Address:	11920 Miramar Parkway
City:	Miramar
State/Country:	FLORIDA
Postal Code:	33025
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1664568	PERFUMANIA
Registration Number:	2643313	PERFUMANIA.COM
Registration Number:	4706650	PERFUMANIA
Serial Number:	88519342	PERFUMANIA EXPRESS

CORRESPONDENCE DATA

Fax Number: 2485668453

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.

Phone: 2485668452

Email: trademark@honigman.com

Correspondent Name: Jennifer M. Hetu

Address Line 1: 39400 WOODWARD AVE STE 101

Address Line 4: BLOOMFIELD HILLS, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER:	233570-436429
NAME OF SUBMITTER:	Jennifer M. Hetu, Esq.
SIGNATURE:	/jmh/
DATE SIGNED:	02/12/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of December 2, 2019, is made by Perfumania Holdings, Inc., a Florida corporation (“**Perfumania Holdings**”)

([REDACTED] the “**Sellers**”), each located at 35 Sawgrass Drive, Bellport, NY 11713, in favor of Obsession Holdings, Inc., a Delaware corporation (“**Buyer**”), located at 11920 Miramar Parkway, Miramar, FL 33025, the purchaser of certain assets of Sellers pursuant to that certain Contribution and Exchange Agreement, dated November 27, 2019, by and among Buyer, Sellers and the other parties thereto (the “**Contribution and Exchange Agreement**”).

WHEREAS, under the terms of the Contribution and Exchange Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Sellers agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably sell, convey, transfer, deliver, and assign to Buyer all of Sellers’ right, title, and interest as of the Closing Date in and to the following (the “**Assigned IP**”), in each case free and clear of all Encumbrances (as defined in the Contribution and Exchange Agreement) and restrictions of whatever nature:

(a) the trademark registrations, trademark applications, and unregistered trademarks set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the domain names set forth on Schedule 2 hereto;

(c) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, 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, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Sellers 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution and Exchange Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution and Exchange 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 Contribution and Exchange Agreement and the terms hereof, the terms of the Contribution and Exchange Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

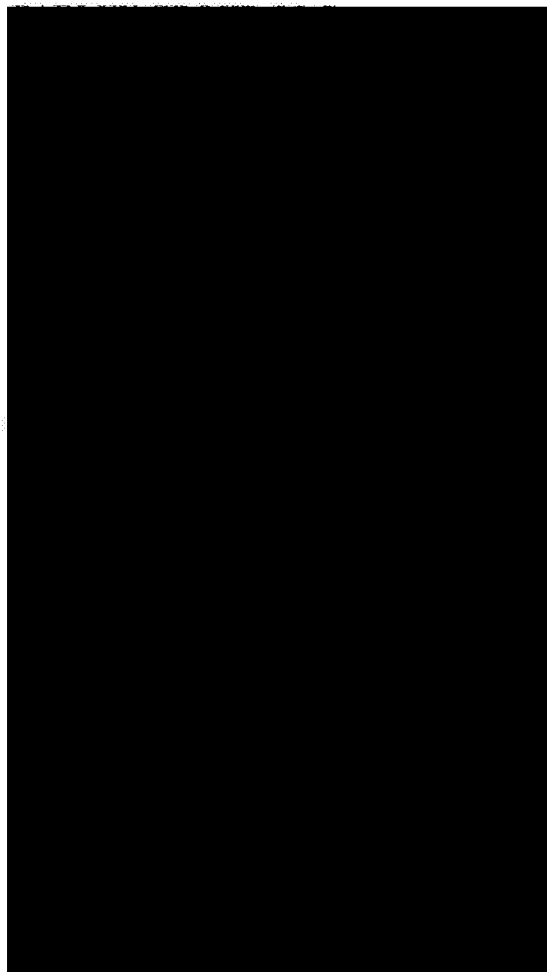
(Signatures appear on the following page)

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

SELLERS:

PERFUMANIA HOLDINGS, INC.

By: Michael Katz
Name: Michael Katz
Title: Chief Executive Officer
Address for Notices: 35 Sawgrass Drive,
Bellport, NY 11713



[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

BUYER:

OBSESSION HOLDINGS, INC.

By: 

Name:

Title:

Address for Notices: 11920 Miramar
Parkway, Miramar, FL 33025







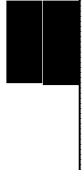






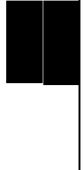





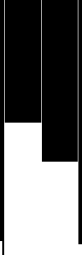




































SCHEDULE 1




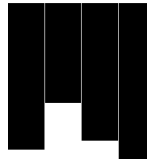



ASSIGNED TRADEMARKS



Trademark Registrations

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER OR STATUS</u>	<u>INT'L CLASS</u>	<u>GOODS OR SERVICES</u>	<u>OWNER</u>
Perfumania	USA	74/125,977	1,664,568 registered until 11/12/2021	42	Retail Cosmetic and Perfume store services	Perfumania Holdings, Inc.
Perfumania.com	USA	75/705,711	2,643,313 registered until 10/31/2022	35	[Wholesale and] Retail store services featuring perfume products, cosmetic products, hair and skin care products, bath and body products and aroma therapy products via a global computer network.	Perfumania Holdings, Inc.
Perfumania	USA	86/191,251	4,706,650 registered until 3/24/2021	3	Cosmetics, namely, lip gloss, eye shadow, blush; make-up kits and palettes comprised of lip gloss, eye shadow and blush.	Perfumania Holdings, Inc.
Perfumania Express	USA	88/519,342	Pending, awaiting assignment of	35	Retail store services featuring fragrances; Retail	Perfumania Holdings, Inc.

TRADEMARK	COUNTRY	SERIAL NUMBER	REGISTRATIO NUMBER OR STATUS	INT'L CLASS	GOODS OR SERVICES	OWNER
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	store services featuring fragrances provided via kiosks, fixtures and shelving within other retail outlets; Pop-up retail store services featuring fragrances.	[REDACTED]
BERLIMANIA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BERLIMANIA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TRADEMARK	COUNTRY	SERIAL NUMBER	REGISTRATIO NUMBER OR STATUS	INT'L CLASS	GOODS OR SERVICES	OWNER
 (GERMANY)						
 (GERMANY)						
						
						
						
						
						
						

TRADEMARK	COUNTRY	SERIAL NUMBER	REGISTRATIO NUMBER OR STATUS	INT'L CLASS	GOODS OR SERVICES	OWNER
						

**SCHEDULE 2
DOMAIN NAMES**

Domain Name	Expires On
MYPERFUMANIA.COM	8/10/2020
PARFUMENIA.COM	6/25/2020
PERFUMANIA.BIZ	9/27/2020
PERFUMANIA.COM	5/26/2021
PERFUMANIA.MX	11/13/2020
PERFUMANIA.NET	9/18/2020
PERFUMANIACS.COM	9/11/2020
perfumaniainsider.com	4/13/2020
perfumaniasamples.com	4/17/2020
PERFUMANIASTORES.COM	9/27/2022
PERFUMANIASTORES.INFO	9/27/2020
PERFUMANIASTORES.NET	9/27/2020
PERFUMANIASTORES.ORG	9/27/2020
PERFUMANIAU.COM	6/16/2020
PERFUMANIAWHOLESALE.COM	3/18/2020
scent-gallery.com	8/1/2023
scentgallery.com	11/20/2020
Perfumania-scent-finder.com	9/18/2020