

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Layered, LLC		03/23/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Lumiere de Vie, LLC		
Street Address:	1302 Pleasant Ridge Road		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27409		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88754686	LAYERED	
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:	3366050040		
Email:	trademarks@marketamerica.com		
Correspondent Name:	Kelly Valente		
Address Line 1:	1302 Pleasant Ridge Road		
Address Line 4:	Greensboro, NORTH CAROLINA 27409		
NAME OF SUBMITTER:	Kelly Valente		
SIGNATURE:	/Kelly Valente/		
DATE SIGNED:	03/23/2020		
Total Attachments: 3			
source=layered trademark assignment agreement (fully executed) - 03.23.20#page1.tif			
source=layered trademark assignment agreement (fully executed) - 03.23.20#page2.tif			
source=layered trademark assignment agreement (fully executed) - 03.23.20#page3.tif			

OP \$40.00 88754686

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") entered into this 23rd day of March, 2020 by and between **LAYERED, LLC**, a limited liability company duly organized and existing under the laws of the State of Florida ("Assignor") and **LUMIERE DE VIE, LLC**, a limited liability company duly organized and existing under the laws of the State of Florida ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. intellectual property as listed below (the "IP");

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the IP together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the IP to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

- 1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the IP listed below:

TRADEMARK APPLICATIONS

Official Title	Serial No.
layered	88754686

- 2. Assignor represents and warrants that:
 - a) Assignor owns the entire right, title and interest in and to the IP;
 - b) All registrations for the IP are currently valid and subsisting and in full force and effect;
 - c) Assignor has not licensed the IP to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the IP to any other person or entity;
 - d) There are no liens or security interests against the IP;
 - e) Assignor has all authority and necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

TRADEMARK ASSIGNMENT AGREEMENT

- f) Execution of this Agreement and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or Operating Agreement.
3. After the Effective Date, Assignor agrees to make no further use of the IP or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity of the IP.
4. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.
5. Miscellaneous.
 - a) This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
 - b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the court of Florida. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
 - c) This Agreement may be signed by each party separately, in which case attachment of all parties' signature pages to this Agreement shall constitute a fully executed agreement.
 - d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

[SIGNATURE PAGE TO FOLLOW]

TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

LAYERED, LLC



SIGNATURE

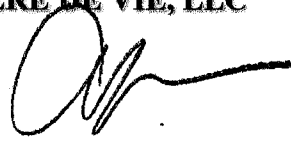
Amber McLaughlin

PRINT NAME

Member

TITLE

LUMIERE DE VIE, LLC



SIGNATURE

Amber McLaughlin

PRINT NAME

Member

TITLE