

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elements Bath and Body LLC		09/17/2020	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Wholesale Supplies Plus, LLC		
Street Address:	7820 E. Pleasant Valley Road		
City:	Independence		
State/Country:	OHIO		
Postal Code:	44131		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5994502	ELEMENTS BATH AND BODY	
Registration Number:	2364473	SOAP NOODLES	
CORRESPONDENCE DATA			
Fax Number:	4122091845		
<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:	4122974900		
Email:	iptrademark.dcg@dentons.com		
Correspondent Name:	Dentons Cohen & Grigsby P.C.		
Address Line 1:	625 Liberty Avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-3152		
NAME OF SUBMITTER:	Robyn A. Shelton		
SIGNATURE:	/Robyn A. Shelton/		
DATE SIGNED:	09/17/2020		
Total Attachments: 9			
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CH \$65.00 5994502

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Trademark Assignment**") is made by ELEMENTS BATH AND BODY LLC, a Colorado limited liability company, having a principal address of 3004 S. Prairie Ave, Pueblo, CO 81005 ("**Assignor**") and WHOLESALE SUPPLIES PLUS, LLC, an Ohio limited liability company, having a principal address of 7820 E Pleasant Valley Rd, Independence, OH 44131 ("**Assignee**").

Assignor is the owner of the Assigned Trademarks (as defined below); and

Assignee is desirous of acquiring any and all rights that Assignor has in and to the Assigned Trademarks, together with the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof;

(b) all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services related to the Assigned Trademarks, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world

(c) all rights of any kind whatsoever of Assignor 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 and/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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

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

5. Governing Law. This Trademark 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 Trademark 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 Ohio, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of this 17th day of September, 2020.

ASSIGNOR:

ELEMENTS BATH AND BODY
LLC

By: 

Name: Milce Tivis

Title: VP

ASSIGNEE:

WHOLESALE SUPPLIES PLUS, LLC

By: _____

Name: Samie A. Solomon

Title: Chief Executive Officer

TRADEMARK

REEL: 007055 FRAME: 0030

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of this 17th day of September, 2020.

ASSIGNOR:

ELEMENTS BATH AND BODY
LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

WHOLESALE SUPPLIES PLUS, LLC

By:  _____

Name: Samie A. Solomon

Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Reg. No.	Reg. Date	Ownership	Class(es)	Status	Next Action	Due Date
ELEMENTS BATH AND BODY	United States	5994502	2/25/2020	Elements Bath and Body LLC	3, 35, 41	Registered	Affidavit of Use - 6th year	2/25/2026
SOAP NOODLES	United States	2364473	7/4/2000	Elements Bath and Body LLC	3	Registered	end of grace period Renewal	1/4/2021



Colorado Secretary of State
 Date and Time: 05/19/2016 11:51 AM
 ID Number: 20161344366
 Document number: 20161344366
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

ELEMENTS BATH AND BODY LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

3004 S PRAIRIE AVE

(Street number and name)

PUEBLO

(City)

CO

(State)

81005

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

TIVIS

(Last)

MIKE

(First)

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

3004 S PRAIRIE AVE

(Street number and name)

PUEBLO

(City)

CO

(State)

81005

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) TIVIS MIKE
(Last) (First) (Middle) (Suffix)

or

(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)

Mailing address 3004 S PRAIRIE AVE
(Street number and name or Post Office Box information)

PUEBLO CO 81005
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>TIVIS</u>	<u>MIKE</u>		
(Last)	(First)	(Middle)	(Suffix)
<u>3004 S PRAIRIE AVE</u>			
(Street number and name or Post Office Box information)			
<hr/>			
<u>PUEBLO</u>	<u>CO</u>	<u>81005</u>	
(City)	(State)	(ZIP/Postal Code)	
<u>United States</u>			
(Province – if applicable)		(Country)	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

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DIS

Alison Lundergan Grimes
Kentucky Secretary of State
Received and Filed:
1/19/2017 10:14 AM
Fee Receipt: \$40.00



COMMONWEALTH OF KENTUCKY
ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

Division of Business Filings
Business Filings
PO Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Articles of Dissolution
Limited Liability Company

LLD

This form may be used for filing articles of dissolution for a limited liability company (LLC), nonprofit LLC or professional service LLC.

Please note: Filing this form with the Office of the Secretary of State does not ensure the dissolution of the business entity is complete. Filers are encouraged to seek the advice of a professional prior to filing Articles of Dissolution.

Pursuant to the provisions of KRS 14A and KRS 275.315, the undersigned limited liability company executes the following articles of dissolution:

Article I: The name of the limited liability company is Elements Bath and Body, LLC
(The name must be identical to the name on record with the Secretary of State.)

Article II: This dissolution is pursuant to KRS 275.285.

Article III: The effective date is 12/23/16 which shall be a date certain, of the dissolution.

Article IV: Additional information, if applicable, that the member(s) or manager(s) filing deem proper:

Business moved to 3004 S Prairie Blvd, Pueblo
Co 81005

Article V: The individual signing these articles of dissolution is a: (check only one)

Member

Manager

Articles VI: This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective date cannot be prior to the date the application is filed. The date and/or time is

(Delayed effective date and/or time)

I/We declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

Tamara Tivis
Signature of Member or Manager

Tamara Tivis
Printed Name

President
Title

1/11/17
Date