

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saadia Group LLC		12/03/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	LeTote IP LLC		
Street Address:	330 W 34th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88876192	LE TOTE	
CORRESPONDENCE DATA			
Fax Number:	3146122323		
<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:	3146215070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Armstrong Teasdale LLP		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	Saint Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	38810.15		
NAME OF SUBMITTER:	Courtney Jackson		
SIGNATURE:	/Courtney Jackson/		
DATE SIGNED:	12/03/2020		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), effective as of December 3, 2020, is made and entered into by and among Saadia Group LLC, a New York limited liability company ("Assignor") and LeTote IP LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor desires to transfer all right, title and interest in and to the trademarks, copyrights, patents, and other related intellectual property rights set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Intellectual Property") to Assignee, and Assignee desires to acquire same; and

WHEREAS, the Parties wish herein to memorialize said assignment, transfer and sale of the Assignor's right, title and interest in and to the Intellectual Property to Assignee.

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

1. Assignor hereby irrevocably and perpetually sells, assigns, transfers, conveys and delivers to Assignee, free and clear of all encumbrances of any and every kind, nature and description, all right, title and interest of Assignor in, to and under all Intellectual Property owned by Assignor, which includes, without limitation, the following:

- (a) the Intellectual Property set forth on Schedule A and all issuances, extensions, renewals, reissues, reexaminations, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations thereof;
- (b) 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, including, but not limited to, all related unregistered Intellectual Property rights in any country, region or jurisdiction and/or Intellectual Property rights arising from, out of, or by virtue of, common law rights in any country, region or jurisdiction;
- (c) 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;
- (d) all related rights of priority and protection of interests of any of the foregoing;
- (e) all goodwill appurtenant to the trademarks that are owned by Assignor;
- (f) all copyrights and copyrightable works, and applications, registrations, if any, in connection therewith in and to the software and related source code, object code and executable code and copies of same in Assignor's possession or control; and

(g) any and all claims, warranties, credits, causes of action and rights of Assignor, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including in each case rights to set-off, indemnity, warranty, reimbursement, refunds, recoupment, damages specific performance or other equitable relief and all other rights of enforcement or recovery possessed by Assignor from or against any third party, 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, regardless of whether or not such rights are currently exercisable or such claims have been asserted.

2. Any assignment of copyrights (including those related to software) under this Assignment includes all moral rights. To the extent moral rights cannot be transferred or assigned under applicable law and to the extent allowed by applicable law, Assignor hereby waives all moral rights with respect to all copyrights and copyrightable works included in the Intellectual Property, and all uses thereof, and consents to any action of Assignee that would violate such moral rights in the absence of such waiver or consent.

3. Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and Assignee. Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. Assignor agrees that, at any time, upon the reasonable request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable for vesting title to the Intellectual Property in Assignee, its successors, assigns, and legal representatives or nominees, and otherwise to take the necessary actions to give full effect to and to perfect the rights of the Assignee under this Assignment, including the execution, delivery, and procurement of any and all further documents evidencing this Assignment, transfer, and sale as may be necessary or desirable.

5. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignor and Assignee. Delivery of an executed counterpart of a signature page to this Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be governed by and construed in accordance with the internal laws (without regard to the conflicts of law provisions) of the State of New Jersey.

7. If any provision of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Assignment so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

8. This Assignment may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any failure of Assignor or Assignee to comply with any obligation, covenant, agreement or condition contained herein may be expressly waived in writing by Assignor, in the event of any such failure by Assignee, or Assignee, in the event of any such failure by Assignor. The waiver by any party of a breach of any term or provision of this Assignment shall not be construed as a waiver of any subsequent breach or any other provision.

9. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

SAADIA GROUP LLC

By:  _____

Name: Arvee Claravall

Title: CFO

ASSIGNEE:

LETOTE IP LLC

By:  _____

Name: Arvee Claravall

Title: CFO

Schedule A

Trademarks owned by Le Tote, Inc.

Trademark	Jurisdiction	Application / Registration Number	Filing / Registration Date	Status
LE TOTE	United States of America	88876192	4/17/2020	Pending
LETOTE	Japan	6067039	8/3/2018	Registered
LE TOTE	Japan	6067040	8/3/2018	Registered
LE TOTES	Japan	6067041	8/3/2018	Registered
LT	Japan	6067042	8/3/2018	Registered

Domain Names owned by Le Tote, Inc.

Domain Name	Registrant Organization
letote.com	Unknown

Along with all account and profile information for, all passwords and administrator rights to, and all content uploaded or posted to, the foregoing.

Social Media Accounts owned by Le Tote, Inc.

Instagram: letote
Facebook: Le Tote
Twitter: @letote
Pinterest: @letote
LinkedIn: Le Tote

Along with all account and profile information for, all passwords and administrator rights to, and all content uploaded or posted to, the foregoing.