

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624444

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900586279

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRANDABLE, LLC		12/14/2020	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	RB HEALTH (US) LLC
Street Address:	399 Interpace Parkway
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Serial Number:	87871563	DD PROBIOTIC
Serial Number:	88135069	DON'T BE UNCOOL COOLING BAR
Registration Number:	5735443	ENJOYYOURV
Registration Number:	5741632	HEALYOURV
Registration Number:	5823241	ITCH DON'T KILL MY VIBE
Registration Number:	5752972	LIVIN LIBIDO LOCA
Registration Number:	5765473	MAINTAINYOURV
Registration Number:	5667428	MAKE IT REIGN BODY WASH
Serial Number:	87720088	POP THE BUBBLY BUBBLE BATH
Registration Number:	5657471	PS I LUBE YOU
Registration Number:	5853124	QUEEN IT UP
Serial Number:	88135182	QUEEN VIP
Registration Number:	5875533	ROYAL PAIN
Registration Number:	5815034	RUB ME THE RIGHT WAY ANTI CHAFING STICK
Registration Number:	5667427	SPRAY BAY BAY
Serial Number:	87714251	SWIPE RIGHT WIPES
Registration Number:	5681733	THE ERASER
Serial Number:	87871557	THE SPRITZER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5699182	V IN A BOX
Registration Number:	5823240	YOU'RE THE ***IT
Serial Number:	88751090	BACKUP BABE
Serial Number:	88630985	BRING THE HEAT
Serial Number:	88239437	CBV
Serial Number:	88037757	DID V JUST BECOME BEST FRIENDS?
Serial Number:	88751420	GAL PAL
Registration Number:	5869541	HELLO, IT'S V
Serial Number:	88247599	IT'S V O'CLOCK SOMEWHERE
Serial Number:	88255369	IT'S V O'CLOCK SOMEWHERE
Registration Number:	5836083	KEEP IT QUEEN
Serial Number:	88769439	MADE FOR EVERY V BY WOMXN WITH V'S
Registration Number:	5858807	ON YOUR MARK
Serial Number:	88255247	QUEEN VIP
Serial Number:	88751449	SLEEPING BEAUTY
Registration Number:	5910251	SPELL THE V
Serial Number:	88751129	SUPER HUMAN
Serial Number:	87903108	USE ANY BODY
Registration Number:	5682120	UTMI
Serial Number:	88751110	WING WOMAN
Registration Number:	5875700	YOUNG, WILD & V
Registration Number:	5613061	QUEEN V
Registration Number:	5814949	QUEEN V BAR
Registration Number:	5681749	QUEEN V BOMBSHELL
Registration Number:	5836278	POWER QUEEN V
Registration Number:	5509373	QUEEN V
Registration Number:	5910276	QUEEN V
Serial Number:	88616730	EVERY BY QUEEN V
Serial Number:	88419080	QUEEN V
Serial Number:	88751066	QUEEN V
Serial Number:	88257452	QUEEN V GIRL POWDER
Serial Number:	88153573	QUEEN V WOMANKIND
Serial Number:	88153523	WOMANKIND

CORRESPONDENCE DATA

Fax Number: 2128189606

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: 2124048714

Email: malerner@duanemorris.com
Correspondent Name: Mark Lerner, Esq.
Address Line 1: 230 Park Avenue
Address Line 2: Suite 1130
Address Line 4: New York, NEW YORK 10169

ATTORNEY DOCKET NUMBER: S4888-00820

NAME OF SUBMITTER: Mark Lerner

SIGNATURE: /mark lerner/

DATE SIGNED: 02/04/2021

Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment") is hereby entered into on December 14, 2020 (the "Effective Date"), by, between, and among Brandable (assignment for the benefit of creditors), LLC ("Assignor"), a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Brandable, Inc., and RB Health (US) LLC ("Assignee").

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's right, title and interest in, to and under, all of the intellectual property rights owned by Assignor in relation to the Queen V business line, including but not limited to, the following intellectual property rights set forth below (such intellectual property being hereafter collectively referred to as "Intellectual Property"), it being understood by Assignor and Assignee that this Assignment is being made with respect to intellectual property solely used in connection with Assignor's Queen V product line and solely to the extent severable from Assignor's other product lines:

- (i) the entire worldwide right, title and interest of Assignor, if any, in and to each and all patents in the United States and in all foreign countries, if any, including without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said patents and applications, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment set forth in this Assignment had not been made;
- (ii) the full and complete right to file patent applications in the name of the Assignor, at the Assignee's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications, if any, in all countries of the world;
- (iii) the entire right, title and interest of Assignor in and to any patent, if any, which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;
- (iv) the entire right, title and interest of Assignor, if any, in any and all trademark, service mark, and trade dress rights throughout the world, including any and all applications, registrations, and common law marks, whether registered or not, as set forth on **Schedule A** hereto, together with the goodwill of the business

associated with and symbolized by same, held by Assignor, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of, dilution of or unfair competition pertaining to any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(v) the entire right, title and interest of Assignor, if any, in any and all registered and unregistered copyrights, if any, throughout the world as described on **Schedule B** hereto, including any and all applications, registrations, and like protections, whether registered or not, whether published or unpublished, together with all other rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(vi) the entire right, title and interest of Assignor, if any, in any and all domain names, phone numbers, ecommerce storefronts, and social media accounts, together with the associated user names, handles and pages (collectively "Domains and Social Media"), held by Assignor, as set forth on **Schedule C** hereto, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made; and

(vii) any and all trade secret rights, including rights Assignor may have under the laws governing confidential information or rights in law to prevent the unauthorized use or disclosure of such information.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, Assignor and Assignee hereby agree:

1. Assignor, does hereby irrevocably sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Assignor in, to and under the Intellectual Property, including all worldwide right, title and interest of Assignor in, to and under the Intellectual Property, together with the right of Assignor to claim priority in all countries in accordance with international law, any and all rights of Assignor corresponding to said Intellectual Property in countries throughout the world, and all of Assignor's rights to sue for past, present or future infringement of said Intellectual Property worldwide together with all claims for damages by reason of past, present or future infringement of said Intellectual Property, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes and requests the United States Patent and Trademarks Office to issue said Patents and Trademarks in accordance with this Assignment. For the avoidance

of doubt, the assignment of Intellectual Property includes all rights to register any of the Intellectual Property, including all renewals and extensions thereof.

Assignor further agrees that it shall promptly take such actions as shall be reasonably required to complete the transfer of the Domains and Social Media in accordance with this Assignment, including, but not limited to, providing authorization codes for transfer, changing the administrative or other applicable roles for the accounts, or following any transfer procedures set forth by the applicable registrar or social media service provider's terms. Assignor hereby gives authorization for the registrant information to be updated to reflect the transfer of the Domains and Social Media.

2. Assignor hereby irrevocably constitutes and appoints Assignee and its successors, legal representatives and assigns the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor or Assignee but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, to execute any documents that may be necessary to record the transfer of the Intellectual Property in any intellectual property office. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the bankruptcy of Assignor, or in any other manner or for any other reason.

3. Assignor shall reasonably cooperate with and assist Assignee in proceedings by Assignee to enforce their rights to the Intellectual Property; provided, however, Assignee shall reimburse Assignor for any costs, including attorneys' fees, incurred in providing such cooperation and assistance.

4. Assignor represents and warrants that Assignor has made no other agreements establishing any other encumbrances, liens, security interests, or third-party interests on or to the Intellectual Property as defined herein, and that Assignor has full and complete authority to make this Assignment.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Assignor and Assignee executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

Brandable (assignment for the benefit of creditors) LLC

By: 

Name: Michael A. Maidy

Title: Manager

RB Health (US) LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

Brandable (assignment for the benefit of creditors) LLC

By: _____

Name: _____

Title: _____

RB Health (US) LLC

By: Olga Osminkina-Jones

Name: Olga Osminkina-Jones

Title: Senior Vice President Sexual Wellbeing

SCHEDULE A

Trademarks Registrations/Applications (including the underlying Trademarks)

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country
Queen V	AN: 2077754	February 11, 2020		Australia
QUEEN V	AN: 2069000	February 13, 2020		Australia
QUEEN V	AN: 1942528	January 24, 2019		Canada
QUEEN V	RN: 018014450 AN: 018014450	January 25, 2019	August 30, 2019	European Union
Queen V	RN: 1491615		September 4, 2019	International
Queen V	RN: 1500445		September 4, 2019	International
Queen V	RN: 1502856		November 8, 2019	International
Queen V	RN: 1509241		November 8, 2019	International
Queen V	RN: 1521410		February 11, 2020	International
Queen V	0089296	September 4, 2019		South Korea
QUEEN V	AN: 1140737	February 13, 2020		New Zealand
Queen V	AN: 1144160	February 11, 2020		New Zealand
QUEEN V	RN: 304745 AN: 201901211	January 25, 2019	July 8, 2019	Norway
Queen V	A0091518	November 8, 2019		Russia
QUEEN V	1502856			Russia
QUEEN V	1509241			Russia

Schedule A

1


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TRADEMARK
REEL: 007175 FRAME: 0441

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country
QUEEN V	RN: 732596 AN: 01162/2019	January 28, 2019	June 19, 2019	Switzerland
QUEEN V	1500445			South Korea
QUEEN V	14591615			South Korea
queen v	AN: 2020/08659	November 7, 2019		Turkey
queen v	AN: 2019/132027	November 7, 2019		Turkey
QUEEN V	1502856			Turkey
QUEEN V	1509241			Turkey
DD PROBIOTIC	SN: 87871563	April 10, 2018		U.S.
DON'T BE UNCOOL COOLING BAR	SN: 88135069	September 27, 2018		U.S.
ENJOYYOURV	RN: 5735443 SN: 88008585	June 20, 2018	April 23, 2019	U.S.
HEALYOURV	RN: 5741632 SN: 88008619	June 20, 2018	June 20, 2018	U.S.
ITCH DON'T KILL MY VIBE	RN: 5823241 SN: 88078371	August 14, 2018	July 30, 2019	U.S.
LIVIN LIBIDO LOCA	RN: 5752972 SN: 87902967	May 1, 2018	May 14, 2019	U.S.
MAINTAINYO URV	RN: 5765473 SN: 88008543	June 20, 2018	May 28, 2019	U.S.
MAKE IT REIGN BODY WASH	RN: 5667428 SN: 87720080	December 13, 2017	January 29, 2019	U.S.
POP THE BUBBLY BUBBLE BATH	SN: 87720088	December 13, 2017		U.S.

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country
PS I LUBE YOU	RN: 5657471 SN: 87714269	December 8, 2017	January 15, 2019	U.S.
QUEEN IT UP	RN: 5853124 SN: 88078387	August 14, 2018	September 3, 2019	U.S.
QUEEN VIP	SN: 88135182	September 27, 2018		U.S.
ROYAL PAIN	RN: 5875533 SN: 88078398	August 14, 2018	October 1, 2019	U.S.
RUB ME THE RIGHT WAY ANTI CHAFING STICK	RN: 5815034 SN: 88076665	August 13, 2018	July 23, 2019	U.S.
SPRAY BAY BAY	RN: 5667427 SN: 87720069	December 13, 2017	January 29, 2019	U.S.
SWIPE RIGHT WIPES	SN: 87714251	December 8, 2017		U.S.
THE ERASER	RN: 5681733 SN: 87700308	November 28, 2017	February 19, 2019	U.S.
THE SPRITZER	SN: 87871557	April 10, 2018		U.S.
V IN A BOX	RN: 5699182 SN: 87880550	April 17, 2018	March 12, 2019	U.S.
YOU'RE THE ***IT	RN: 5823240 SN: 88078352	August 14, 2018	July 30, 2019	U.S.
BACKUP BABE	SN: 88751090	January 8, 2020		U.S.
BRING THE HEAT	SN: 88630985	September 25, 2019		U.S.
CBV	SN: 88239437	December 21, 2018		U.S.
DID V JUST BECOME BEST FRIENDS?	SN: 88037757	July 13, 2018		U.S.
GAL PAL	SN: 88751420	January 8, 2020		U.S.

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country
HELLO, IT'S V	RN: 5869541 SN: 88037750	July 13, 2018	September 24, 2019	U.S.
IT'S V O'CLOCK SOMEWHERE	SN: 88247599	January 2, 2019		U.S.
IT'S V O'CLOCK SOMEWHERE	SN: 88255369	January 9, 2019		U.S.
KEEP IT QUEEN	RN: 5836083 SN: 88037695	July 13, 2018	August 13, 2019	U.S.
MADE FOR EVERY V BY WOMXN WITH V'S	SN: 88769439	January 22, 2020		U.S.
ON YOUR MARK	RN: 5858807 SN: 88167466	October 24, 2018	September 10, 2019	U.S.
QUEEN VIP	SN: 88255247	January 9, 2019		U.S.
SLEEPING BEAUTY	SN: 88751449	January 8, 2020		U.S.
SPILL THE V	RN: 5910251 SN: 88250484	January 4, 2019	November 12, 2019	U.S.
SUPER HUMAN	SN: 88751129	January 8, 2020		U.S.
USE ANY BODY	SN: 87903108	May 1, 2018		U.S.
UTMI	RN: 5682120 SN: 87871581	April 10, 2018	February 19, 2019	U.S.
WING WOMAN	SN: 88751110	January 8, 2020		U.S.
YOUNG, WILD & V	RN: 5875700 SN: 88173795	October 29, 2018	October 1, 2019	U.S.
QUEEN V	AN: 3370008	January 25, 2019	June 7, 2019	United Kingdom

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country
QUEEN V	RN: 5613061 SN: 87577737	August 21, 2017	November 20, 2018	United States (Federal)
QUEEN V BAR	RN: 5814949 SN: 88043045	July 18, 2018	July 23, 2019	United States (Federal)
QUEEN V BOMBSHELL	RN: 5681749 SN: 87702232	November 29, 2017	February 19, 2019	United States (Federal)
POWER QUEEN V and Design 	RN: 5836278 SN: 88153438	October 12, 2018	August 13, 2019	United States (Federal)
QUEEN V	RN: 5509373 SN: 87335317	February 14, 2017	July 3, 2018	United States (Federal)
QUEEN V	RN: 5910276 SN: 88258463	January 11, 2019	November 12, 2019	United States (Federal)
EVERY BY QUEEN V	SN: 88616730	September 13, 2019		United States (Federal)
QUEEN V	SN: 88419080	May 7, 2019		United States (Federal)
QUEEN V	SN: 88751066	January 8, 2020		United States (Federal)
QUEEN V GIRL POWDER	SN: 88257452	January 10, 2019		United States (Federal)
QUEEN V WOMANKIND	SN: 88153573	October 12, 2018		United States (Federal)
WOMANKIND	SN: 88153523	October 12, 2018		United States (Federal)

Additional Trademarks (including any applications or registrations thereof):

A ONE-STOP SHOP FOR FEMININE WELLNESS
SELF-CARE FOR EVERYWHERE

V BAR
DD PROBIOTIC
THE SPRITZER
SWIPE RIGHT WIPES
MAKE IT REIGN
QUEEN IT UP
ROYAL PAIN
LIVIN' LIBIDO LOCA
POP THE BUBBLY
ON YOUR MARK
UTMI
ITCH DON'T KILL MY VIBE
THE ERASER
BOMBSHELL
RUB ME THE RIGHT WAY
HELLO, IT'S V
PMS GUMMIES
You're the ***it Wipes

All trade dress, design and works of authorship associated with the packaging of the following products:

V BAR – pH-Balanced Cleansing Bar
DD PROBIOTIC – Women's Daily Probiotic
THE SPRITZER – Deodorizing Spray
SWIPE RIGHT WIPES – pH-Balanced Feminine Wipes
MAKE IT REIGN – pH-Balanced Body Wash
QUEEN IT UP – pH-Balanced Body Wash
ROYAL PAIN – Pain-Reducing Spray
LIVIN' LIBIDO LOCA – Women's Sexual Enhancement
POP THE BUBBLY – pH-Balanced Bubble Bath
ON YOUR MARK – Stretch Mark Stick
UTMI – Women's UTI Prevention
ITCH DON'T KILL MY VIBE – Itch-Reducing Spray
THE ERASER – Yeast Infection Relief
BOMBSHELL – Menstrual Discomfort Relief
RUB ME THE RIGHT WAY – Anti-Chafe Stick

SCHEDULE B

Copyrights

All registered and unregistered copyrights that are used solely with respect to Assignor's Queen V line, if any.

SCHEDULE C

Domain Names (Including all website content and any and all videos, images, or designs published on the website)

Queenvlife.com
vaginaisnotadirtyword.com
vaginaisntadirtyword.com
queenvbrand.com
myqueenv.com

Social Media

Instagram - spillthev
Instagram - thequeenvips
Youtube – thequeenvlife
GSuite – thequeenvlife@gmail.com

All “Queen V” related IT accounts and platforms that are exclusive to the brand and can be transferred to the buyer as follows:

Mailchimp
Shopify
Retention Science

Email Server for Queenvlife.com