

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626331

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DRINKS FOR BEAUTY LTD		02/15/2021	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	V NORDIC AS		
<b>Street Address:</b>	Ullevålsveien 51B		
<b>City:</b>	Oslo		
<b>State/Country:</b>	NORWAY		
<b>Postal Code:</b>	0171		
<b>Entity Type:</b>	Corporation: NORWAY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86221413	SKINNY BITCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	+447853071031		
<b>Email:</b>	mark@clearoceanltd.co.uk		
<b>Correspondent Name:</b>	Mark Galvin		
<b>Address Line 1:</b>	14 Rosedean Close		
<b>Address Line 4:</b>	Brighton, UNITED KINGDOM BN2 6LE		
<b>NAME OF SUBMITTER:</b>	Mark Galvin		
<b>SIGNATURE:</b>	/Mark Galvin/		
<b>DATE SIGNED:</b>	02/15/2021		
<b>Total Attachments: 7</b>			
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## TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement (the “Agreement”), is effective as of February 15, 2021 (the “Effective Date”), between DRINKS FOR BEAUTY LTD, a United Kingdom private limited company with a principal place of business at 1 JUBILEE ST BRIGHTON UNITED KINGDOM BN2 6BN (“Seller”), and V Nordic AS, a Limited company at Ullevålsveien 51B, 0171 Oslo, Norway (“Buyer”) (each referred to as a “Party” and collectively as the “Parties.”).

WHEREAS Seller is the owner of all rights and title in and to the trademark SKINNY BITCH (the “Mark”) and all goodwill of the Mark associated therewith;

WHEREAS Seller wishes to transfer, sell, assign, and convey to Buyer all right, title, and interest in the Mark, including all common law rights therein and all applications to register and registrations thereto, together with the goodwill pertaining thereto;

WHEREAS Buyer wishes to acquire all right, title, and interest in and to the Mark, together with the goodwill pertaining thereto and all right, title, and interest thereto;

NOW THEREFORE, in consideration of the mutual promises herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Transfer and Assignment.

1.1 Seller agrees to transfer, sell, assign, and convey unto Buyer all of its rights, title, and interest in all territories and countries in and to the Mark, including all common law rights therein and all applications to register and registrations thereof and the goodwill pertaining thereto, and all right, title and interest thereto, on a world-wide basis, as well as the right to sue and collect damages, costs, and fees in Buyer’s own name for any and all past, present, or future infringement, dilution, or other injury to the goodwill thereof.

1.2 Concurrent with the execution of this Agreement, Seller will execute the Trademark Assignment Agreement in the form of Exhibit A (“Assignment”) and deliver the Assignment to Buyer.

1.3 By and no later than February 28, 2021, Seller will have taken the steps necessary to have completely phased out any and all uses of the Mark and any confusingly similar marks, business names, trade names, domain names and social media handles, including the offering, sale, or advertisement of any goods or services under the KINNY BITCH mark in any way.

2. Consideration.

2.1 Subject to the terms of this Agreement, and as consideration for the transfer, assignment, promises, and covenants made by Seller to Buyer herein, Buyer agrees to

pay Seller one single payment of 1 Dollar (\$1,00 USD), by wire transfer of immediately payable funds, which represents the full and final sum due by Buyer under this Agreement.

2.2 No later than ten (10) business days following the receipt of this fully executed Agreement and the fully executed Assignment as set forth in Paragraph 1.2 and Exhibit A, Buyer will pay the full and final payment of 1 Dollar (\$1,00 USD) to Seller, as set forth in Paragraph 2.1.

3. Representations and Warranties.

3.1 Title. Seller is the sole and exclusive owner of the entire right, title, and interest in and to the Mark, and neither Seller nor any prior owner of the Mark has licensed, assigned, or granted any rights with respect to the Mark to any other entity or person. Other than the Mark identified herein, Seller does not own any right, title, or interest in or to any other trademark applications or registrations, or common law uses, worldwide, that incorporate in whole or in part the Mark, are confusingly similar to the Mark, or that incorporate in whole or in part the term SKINNY BITCH or any term confusingly similar thereto.

3.2 Non-Infringement. To Seller's knowledge, Seller's Mark, as used in connection with Seller's business or as proposed to be used by Buyer, does not infringe the rights of any other person or entity. No claim of any such infringement or violation is pending or, to the knowledge of Seller, is threatened against Seller.

3.3 No Violation. The execution, delivery, and performance of this Agreement by Seller does not and will not violate any security agreement, indenture, order, or other instrument to which Seller is a party or by which the Mark is bound.

4. Covenants of Seller

4.1 Cooperation. Seller agrees, promptly upon the request of Buyer, to execute and deliver such further agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transaction described in this Agreement.

4.2 Cessation of Use. Other than the February 28, 2021 phase-out date provided for in Paragraph 1.3 hereinabove, Seller covenants not to use, display, file, purchase, or otherwise acquire possession of any other trademarks, domain names, social media handles, company or business names, or other uses worldwide that incorporate in whole or in part the Mark, or any confusingly similar terms, anywhere in the world. Seller further covenants not to contest or challenge or assist any other person or entity to contest or challenge the validity of the Mark, any other trademarks, domain names, social media handles, company or business names, or other uses of Buyer that incorporate in whole or in part the Mark, or any applicable applications or registrations thereof as used or made by Buyer.

4.3 Agreement not to Challenge. Seller agrees not to challenge, object, oppose, contest, question, protest, or in any way whatsoever interfere with Buyer's use,

registration, or applications to register the SKINNY BITCH mark, or any similar variations, anywhere in the world, either directly or indirectly, so long as Buyer complies with the terms of this Agreement.

5. No Assumption of Liabilities. Buyer does not assume, and Seller shall remain fully responsible for and will indemnify, reimburse, compensate and hold Buyer or any of its affiliates or licensees harmless against, any liabilities, losses, actions, claims, suits, investigations, damages, costs, expenses (including without limitation, reasonable attorneys' fees and expenses) or obligations of any kind arising from or relating to Seller's use of the Mark prior to transfer to the Buyer.

6. Miscellaneous.

6.1 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each Party to this Agreement and to any successors in interest or assigns of any Party to this Agreement.

6.2 Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the parties or their respective successors and assigns. Any amendment or waiver effected in accordance with this Section 6.2 shall be binding upon the parties and their respective successors and assigns.

6.3 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

6.4 Counterparts and Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. A facsimile, .pdf, or photocopy of this Agreement, as signed by the Parties, shall be as valid as if an original.

6.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.6 Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, then: (a) the illegal or unenforceable provision shall be enforced as nearly as possible in accordance with the stated intention of the Parties underlying the invalid, illegal, or unenforceable provision; and (b) the remainder of this Agreement will remain binding and in full force and effect.

6.7 Entire Agreement and Modification. This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated by this Agreement, whether oral or in writing. Any term of this

Agreement may be amended or waived only with the written consent of the parties or their respective successors and assigns. Any amendment or waiver effected in accordance with this section shall be binding upon the parties and their respective successors and assigns.

6.8 Advice of Legal Counsel and Representation of Authority. Each Party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any Party by reason of the drafting or preparation thereof. Each Party to this Agreement warrants and represents that the person signing this Agreement on behalf of the respective Party has full authority to execute and perform this Agreement, and that no promise, express or implied, has been made to it in order to induce its execution of this Agreement.

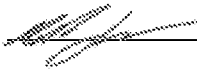
6.9 No Liability. The Parties expressly agree and acknowledge that by entering into this Agreement no Party admits any liability or wrongdoing. Neither this Agreement nor any release contained within it may be construed or used as an admission of any issues, facts, wrongdoing, liability, or violation of law whatsoever.

6.10 Confidentiality. Except as necessary for and consistent with the terms of this Agreement, neither Party shall disclose the existence of this Agreement or any of its terms except if it becomes necessary under any of the following circumstances: (a) in confidence to the Parties' attorneys, auditors, or accountants; (b) in confidence to insurers or reinsurers; (c) as may be required by any court or other government agency with authority to require such disclosure, including but not limited to, the Internal Revenue Service and Securities and Exchange Commission, or as otherwise compelled by judicial process, including subpoena, or made during the course of discovery to any Party to a proceeding before a court or administrative tribunal of proper jurisdiction; (d) in confidence to investors or prospective successors or assigns, or (e) as necessary for purposes of enforcing the terms of this Agreement or in an action arising as a result of claim of breach of any of the terms or provisions of this Agreement. With respect to the foregoing (c), such disclosing Party shall provide the other Party with prior written notice and the opportunity to object to any such disclosure, and, at the request of the other Party, use reasonable efforts to limit the disclosure of the terms and conditions of this Agreement and to obtain a protective order or other confidential treatment therefor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Dated: February 15, 2021

DRINKS FOR BEAUTY LTD

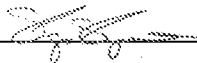
By:  \_\_\_\_\_

Name: Mark Galvin

Title: Company director

Dated: February 15, 2021

V NORDIC AS

By:  \_\_\_\_\_

Name: Vian Nguyen

Title: Company director

**Exhibit A**

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (“Assignment”) is effective as of February 15, 2021, by and between DRINKS FOR BEAUTY LTD, a United Kingdom private limited company with a principal place of business at 1 JUBILEE ST BRIGHTON UNITED KINGDOM BN2 6BN (“Assignor”), and V Nordic AS, a Limited company at Ullevålsveien 51B, 0171 Oslo, Norway (“Assignee”).

WHEREAS, Assignor owns all right, title, and interest in and to the trademark SKINNY BITCH (the “Mark”), and the goodwill associated therewith:

Mark	Registration No.
SKINNY BITCH	5,576,044

WHEREAS, Assignor desires to assign, transfer, and convey the Mark, all right, title, and interest to the Mark and the goodwill associated therewith to Assignee;

WHEREAS, Assignee desires to acquire all right, title and interest to the Mark and the goodwill associated therewith;

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

1. Assignor hereby transfers, sells, assigns, and conveys unto Assignee all of its rights, title, and interest for all states and countries in and to the Mark, including all common law rights therein and all applications to register and registrations thereof and the goodwill pertaining thereto, and all right, title, and interest thereto, on a world-wide basis, as well as, without limitation, the right to sue and collect damages, costs, and fees in Assignee’s own name for any and all past, present, or future infringement, dilution, or other injury to the goodwill thereof.

2. Assignor hereby agrees to execute all such documents as may be required to transfer and, when applicable, to record the transfer of the Mark, any registrations for the Mark, and any applications to register the Mark.

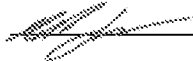


IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates indicated below.

ASSIGNOR:

DRINKS FOR BEAUTY LTD

February 15, 2021

By:  \_\_\_\_\_


Name: Mark Galvin

Title: Company director

ASSIGNEE:

V NORDIC AS

February 15, 2021

By:  \_\_\_\_\_

Name: Vian Nguyen

Title: Company director