

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638272

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| We Are Constantly Thinking, Designing and Eating LLC | | 12/01/2020 | Limited Liability Company: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Jennifer Chen | | |
| Street Address: | 500 West 56th Street | | |
| Internal Address: | Apt. 1806 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4606883 | SNOWMAN | |
| Registration Number: | 4581617 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2129496943 | | |
| <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: | 2129536633 | | |
| Email: | gaboury@cpslaw.com | | |
| Correspondent Name: | RALPH GABOURY | | |
| Address Line 1: | 630 Third Avenue | | |
| Address Line 2: | 23rd Floor | | |
| Address Line 4: | NEW YORK, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 28320-009 | | |
| NAME OF SUBMITTER: | Ralph N. Gaboury, Esq. | | |
| SIGNATURE: | /Ralph Gaboury/ | | |
| DATE SIGNED: | 04/09/2021 | | |
| Total Attachments: 5 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is entered as of **December 1, 2020**, by and between **We Are Constantly Thinking, Designing and Eating LLC**, a New York limited liability company with a registered address at 350 5th Ave., Fl. 59, New York, NY 10118 (the "Assignor"), on the one hand, and **Jennifer Chen**, an individual residing at 500 West 56th Street, Apt. 1806, New York, NY 10019 (the "Assignee"), on the other hand.

WHEREAS, the Assignor is in the business of designing and selling certain outerwear, clothing and bag products, and in connection therewith has acquired and owns common law and registered rights in the trademarks set forth on **SCHEDULE A** attached hereto (the "Marks"); and

WHEREAS, Assignee is in the business of licensing, designing and selling similar outerwear, clothing and bag products as that of Assignee and desires to acquire from the Assignor all common law and registered trademark rights and other intellectual property rights in the Marks, and the Assignor desires to sell all such rights to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignment

The Assignor hereby irrevocably assigns to the Assignee throughout the universe all right, title and interest (choate or inchoate) in and to the Marks, including, without limitation, all trademarks, service marks, copyrights and other intellectual property rights embodied therein, all causes of action for past or future infringement, all licenses or other contracts for or related thereto, and all goodwill of the business incorporated or embodied in or related to any of the foregoing in all languages and in all media and forms of expression and communication now known or later developed (collectively the "Assigned Intellectual Property").

2. Further Assurances; Moral Rights

2.1 The Assignor agrees to assist the Assignee in every legal way to evidence, record and perfect the **Section 1** assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document it is entitled to under this **Section 2.1**, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents, as its agent and attorney-in-fact with full power of substitution to act for and on its behalf and instead of the Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Assignor.

2.2 To the extent allowed by law, **Section 1** includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights"). To the extent the Assignor retains any such Moral Rights under applicable law, the Assignor hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by Assignee; the Assignor agrees not to assert any Moral Rights with respect to

the Marks and/or Assigned Intellectual Property. The Assignor will confirm any such ratifications, consents and agreements from time to time as requested by Assignee.

3. Miscellaneous

3.1 If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

3.2 This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Facsimile and electronic signatures shall be deemed to have the same force and effect as original signatures.

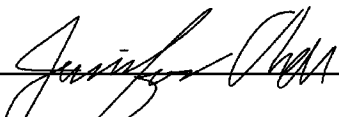
3.3 This Agreement shall be deemed to have been made in, and shall be construed and enforced pursuant to the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof.


3.4 Each party represents and warrants that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party. Each party represents and warrants that the execution, delivery and performance of this Agreement, including without limitation, the sale and purchase of the Assigned Intellectual Property, has been fully and validly authorized by any necessary internal corporate or company action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first indicated above.

**WE ARE CONSTANTLY THINKING, DESIGNING
AND EATING LLC**

JENNIFER CHEN

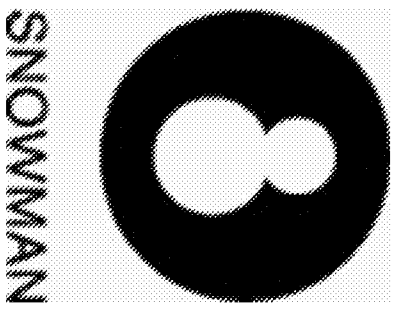
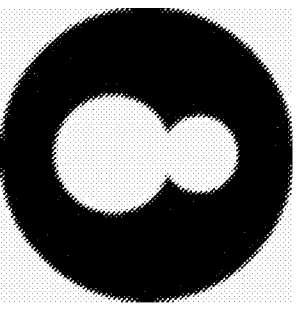
Signed:  _____

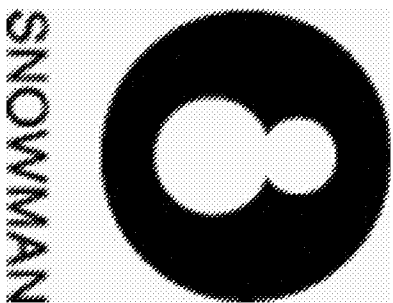
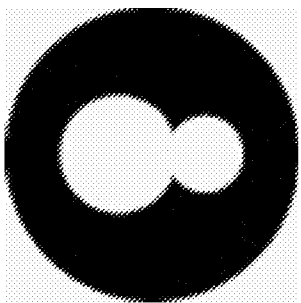
Signed:  _____

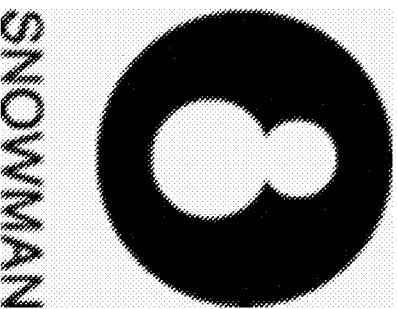
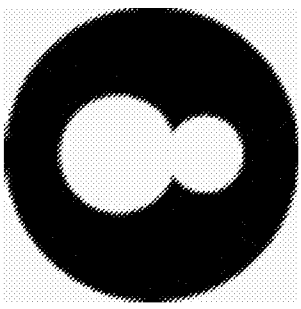
Name: Jennifer Chen

Title: Manager

SCHEDULE A

| <u>Trademarks:</u> | <u>Goods:</u> | <u>Country/ Reg. No. / Common Law</u> |
|--|-----------------------------|---|
|  | [AS LISTED IN REGISTRATION] | United States Trademark Reg. No. 4606883 |
|  | [AS LISTED IN REGISTRATION] | United States Trademark Reg. No. 4581617 |

| <u>Trademarks:</u> | <u>Goods:</u> | <u>Country/ Reg. No. / Common Law</u> |
|--|--|---|
|  | [AS LISTED IN REGISTRATION] | International Trademark Reg. 1345722 designating the following countries under the Madrid Protocol: China, United Kingdom, Japan, Democratic People's Republic of Korea, Republic of Korea |
|  | [AS LISTED IN REGISTRATION] | International Trademark Reg. 1315979 designating the following countries under the Madrid Protocol: China, United Kingdom, Japan, Republic of Korea |
| SNOWMAN | Outerwear for men, women and children; clothing for men, women and children; backpacks, shoulder bags, purses, garment bags and carry-all bags | COMMON LAW |

| <u>Trademarks:</u> | <u>Goods:</u> | <u>Country/ Reg. No. / Common Law</u> |
|--|--|---------------------------------------|
| SNOWMAN New York | Outerwear for men, women and children; clothing for men, women and children; backpacks, shoulder bags, purses, garment bags and carry-all bags | COMMON LAW |
|  | Outerwear for men, women and children; clothing for men, women and children; backpacks, shoulder bags, purses, garment bags and carry-all bags | COMMON LAW |
|  | Outerwear for men, women and children; clothing for men, women and children; backpacks, shoulder bags, purses, garment bags and carry-all bags | COMMON LAW |