

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM642142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Assignment, Effective October 26, 2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Babo Botanicals, LLC		10/26/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	E-B Acquisition Corp.		
Street Address:	14 Harwood Court		
City:	Scarsdale		
State/Country:	NEW YORK		
Postal Code:	10583		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3800451	BABO BOTANICALS	
Registration Number:	5069223	FAMILY COMES FIRST, NATURALLY	
Registration Number:	5242116	NUTRI-SOOTHE	
Registration Number:	5292438	YOUR BABY DESERVES THE PUREST INGREDIENT	
Registration Number:	5408664	TREAT YOUR SKIN LIKE A BABY	
Registration Number:	5470101	NUTRI-FIRM COMPLEX	
Registration Number:	5722716	BABO BOTANICALS	
Registration Number:	5741352	NUTRI SHINE	
Registration Number:	3772835		
Registration Number:	3775773	NUTRI-SOOTHE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2033246155		
Email:	iptransfer@ssjr.com		
Correspondent Name:	GENE S. WINTER		
Address Line 1:	986 Bedford Street		
Address Line 2:	St. Onge Steward Johnston & Reens LLC		

OP \$265.00 3800451

Address Line 4: Stamford, CONNECTICUT 06905	
ATTORNEY DOCKET NUMBER:	07890-G0000
NAME OF SUBMITTER:	Gene S. Winter
SIGNATURE:	/Gene S. Winter/
DATE SIGNED:	04/26/2021
Total Attachments: 6 source=Assignment from BABO BOTANICALS, LLC to E-B ACQUISITION CORP#page1.tif source=Assignment from BABO BOTANICALS, LLC to E-B ACQUISITION CORP#page2.tif source=Assignment from BABO BOTANICALS, LLC to E-B ACQUISITION CORP#page3.tif source=Assignment from BABO BOTANICALS, LLC to E-B ACQUISITION CORP#page4.tif source=Assignment from BABO BOTANICALS, LLC to E-B ACQUISITION CORP#page5.tif source=Assignment from BABO BOTANICALS, LLC to E-B ACQUISITION CORP#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), effective as of October 26, 2018 (the “**Effective Date**”), is made by BABO BOTANICALS, LLC, a New York limited liability company (“**Seller**”), in favor of E-B ACQUISITION CORP., a New York corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, and others, dated October 10, 2018 (the “**Asset Purchase Agreement**”).

Under the terms of the Asset Purchase Agreement, Seller has sold, transferred, and conveyed to Buyer, among other assets, certain intellectual property of Seller and has agreed to execute and deliver this Trademark Assignment, for recording, as Buyer deems appropriate, with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

Accordingly, Seller and Buyer (each a “**party**” and, together, the “**parties**”) agree as follows:

1. Assignment. For good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, and conveys to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the trademark registrations and applications set forth on **Schedule 1** attached hereto, including all common law rights and all goodwill associated therewith and further including the rights to sue and collect for all past, present and future infringements thereof (the “**Assigned Trademarks**”).

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and/or such international and foreign trademark offices or similar governmental offices or registers to record and register this Trademark Assignment upon request by Buyer.

3. Terms of the Asset Purchase Agreement. The parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, indemnities and other provisions contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Trademark Assignment, on the other hand, the terms of the Asset Purchase Agreement shall govern.

4. Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

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

6. Interpretation. All headings contained in this Trademark Assignment are for reference purposes only and shall not in any way effect the meaning or interpretation of any provision or provisions of this Trademark Assignment or the Asset Purchase Agreement. Whenever the words “include,” “includes,” or “including” are used in this Trademark Assignment, they shall be deemed to be followed by the words, “without limitation.”

7. Governing Law. This Trademark Assignment shall be governed by the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of the State of New York) as to all matters including matters of validity, construction, effect, performance and remedies.

8. Arbitration. Unless otherwise specified in the Asset Purchase Agreement, any dispute between the parties or any claim by a party against the other party arising out of or relating to this Trademark Assignment or relating to any alleged breach hereof shall be determined by arbitration in accordance with the rules then in force of JAMS pursuant to its Comprehensive Arbitration Rules & Procedures. The arbitration proceedings shall take place in New York, New York or such other location as the parties in dispute may agree upon. There shall be three arbitrator, unless the parties shall agree to a single arbitrator. In the absence of such an agreement, each party in dispute shall select one arbitrator and the arbitrators so selected shall select a third arbitrator. The decision rendered by the arbitrator(s) shall be accompanied by a written opinion in support thereof. Such decision shall be final and binding upon the parties in dispute without right of appeal. Judgment upon any such decision may be entered into in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision in an order of enforcement. Costs of the arbitration shall be assessed by the arbitrator against all or any of the parties in dispute and shall be paid promptly by the party or parties so assessed.

9. Counterparts. This Trademark Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the parties have caused this Trademark Assignment to be executed and delivered as of the Effective Date.

SELLER:

BABO BOTANICALS, LLC

By: 

Name: Kate Solomon

Title: CEO

BUYER

E-B ACQUISITION CORP.

By: _____

Name: Jean-Paul Berthomé

Title: President

In witness whereof, the parties have caused this Trademark Assignment to be executed and delivered as of the Effective Date.

SELLER:

BABO BOTANICALS, LLC

By: _____
Name: Kate Solomon
Title: CEO

BUYER

E-B ACQUISITION CORP.

By: _____
Name: Jean-Paul Berthomé
Title: President

SCHEDULE 1

Assigned Trademarks

<u>Mark</u>	<u>Status</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Registration No. (if applicable)</u>
NUTRI-SOOTHE	Registered	86756110	9/14/2015	7/11/2017	5242116
NUTRI-SOOTHE	Registered	77624356	12/2/2008	4/13/2010	3775773
NUTRI-FIRM COMPLEX	Registered	86882673	1/21/2016	5/15/2018	5470101
NUTRI-RADIANCE	Allowed	87078930	6/21/2016	Pending	N/A
FAMILY COMES FIRST, NATURALLY	Registered	86441796	10/31/2014	10/25/2016	5069223
BABO BOTANICALS	Registered	77624360	12/2/2008	6/8/2010	3800451
BABO BOTANICALS	Allowed	87150950	8/25/2016	Pending	N/A
	Registered	77625684	12/3/2008	4/6/2010	3772835
TREAT YOUR SKIN LIKE A BABY	Registered	87275463	12/20/2016	2/20/2018	5408664

<u>Mark</u>	<u>Status</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Registration No. (if applicable)</u>
YOUR BABY DESERVES THE PUREST INGREDIENTS	Registered	87102098	7/13/2016	9/19/2017	5292438
BABY FACE	Pending	88006294	6/19/2018	Pending	N/A
CLEAR ZINC	Pending	87873522	4/11/2018	Pending	N/A
SHEERSCREEN	Allowed	87402495	4/7/2015	Pending	N/A
NUTRI SOFT	Allowed	87370383	3/14/2017	Pending	N/A
GROW BEAUTIFULLY	Pending	87900130	4/30/2018	Pending	N/A
NUTRI SHINE	Pending	87868731	4/9/2018	Pending	N/A