

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lalau Industries	FORMERLY Bubbles Pet Spa Inc. aka Bubbles Pet Spa, Inc., Lalau Industries Inc. and Groomers Pro	06/01/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	G&G Distribution, Inc.		
Street Address:	c/o Nexus Brands Group, Inc.		
Internal Address:	721 N. Eckhoff St.		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92868		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6184568	ANGELS GROOMING APPAREL	
Registration Number:	5384799	GROOMERSPRO	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927000		
Email:	plarson@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/Patricia A. Larson/		
DATE SIGNED:	06/04/2021		
Total Attachments: 6			

OP \$65.00 6184568

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

June 1, 2021

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is dated as of the date hereof by and between G&G Distribution, Inc., an Arizona corporation (“Buyer”), and Lalau Industries (a/k/a Lalau Industries Inc.) (d/b/a Groomers Pro), a California corporation (“Seller”). Buyer, Seller the Equity Holders and the other parties thereto are parties to that certain Asset Purchase and Contribution Agreement (the “Purchase Agreement”), dated as of the date hereof. All capitalized terms not otherwise defined in this IP Assignment will have their respective meanings set forth in the Purchase Agreement.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, Seller desires to effectuate the sale, assignment, conveyance, transfer, and delivery to Buyer of all of Seller’s Intellectual Property, including, without limitation, the Intellectual Property listed on Exhibit A attached hereto (the “IP Rights”), and Buyer desires to accept such transfer and assignment of the IP Rights, subject to the terms and conditions set forth in the Purchase Agreement and in this IP Assignment.

AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller hereby irrevocably sells, conveys, assigns, transfers, and delivers to Buyer and its successors and assigns forever, without any restrictions, limitations, or reservations, all of such Seller’s right, title, and interest in and to the IP Rights, together with the goodwill of the business connected with the use of, and symbolized by, the IP Rights, as fully and entirely as the same would have been held and enjoyed by such Seller had this IP Assignment not been made, including (a) all trademark applications and registrations set forth on Exhibit A, including all trademarks underlying such applications and registrations; (b) all domain names set forth on Exhibit A, including all websites and any associated content; (c) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, ((d) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (e) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that such Seller has or may have in profits and damages for past, present and future infringements of the IP Rights, including the right to compromise, sue for, and collect such profits and damages, and Buyer does hereby accept assignment of the IP Rights from Seller.

2. Domain Name and Social Networking Transfers. The parties acknowledge that in order to effect the assignment and transfer of registration of any domain names and social networking identifiers listed on Exhibit A, the parties must follow certain procedures stipulated by the relevant registrar or website operator (the “Transfer Procedures”). If any further documents or agreements are required to be executed by the parties to carry out the Transfer Procedures, such documents or agreements shall form a part of this IP Assignment. The parties agree to cooperate

fully with each other and to promptly, or cause any relevant third-party service provider to promptly, take all necessary actions in order to comply with the Transfer Procedures so as to effect the transactions contemplated in this IP Assignment, including Seller directing, or causing any of its service providers to direct, any domain name registrar to release and unlock any domain names and, upon notice from the registrar that such domain names have been unlocked, immediately requesting that the domain names be transferred to Buyer. In the event that it is not possible to transfer ownership of certain social networking identifiers, then the parties will work together to accomplish an informal, unofficial transfer, such as Seller providing Buyer with appropriate user names and passwords. If it is impossible to complete a transfer, formally or informally, of any social networking identifiers, then Seller shall take, or cause its service providers to take, all reasonable necessary steps as requested by Buyer to delete the social networking identifier(s) at issue. In the event that Seller is unable to delete any of the social networking identifiers requested by Buyer, Seller agrees to permanently cease the use of such social networking identifiers, and Seller agrees that they and their service providers will not, at any time, except upon the express prior written consent of Buyer, access any social media or other system using such social networking identifiers or otherwise make use of such social networking identifiers.

3. Terms of IP Assignment. Seller and Buyer hereby agree and acknowledge that this IP Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement and does not create any additional representations or warranties or alter or amend any of the representations or warranties contained in the Purchase Agreement, nor shall this IP Assignment impair or diminish any of the rights or obligations of the parties to the Purchase Agreement, as set forth therein. In the event of any irreconcilable inconsistency between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Recordation. This IP Assignment has been executed and delivered by Seller to Buyer so that Buyer may record the assignment herein, as applicable, with the U.S. Patent and Trademark Office and any other similar Government Entities throughout the world. Buyer shall have the right to record this IP Assignment with any applicable Government Entity so as to perfect its ownership of the IP Rights.

5. Further Assurances. Seller covenants and agrees, at its own expense, to execute and to deliver, at the request of Buyer, such further instruments of transfer and assignment and to take such other action as Buyer may reasonably request from time to time to more effectively consummate the transfers and assignments contemplated by this IP Assignment, and to take such other action as Buyer may reasonably request of such Seller from time to time, to perfect or record the right or title of Buyer to the IP Rights transferred hereby.

6. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this IP Assignment.

7. Binding Effect. This IP Assignment shall be binding upon and shall inure to the benefit of Buyer, Seller, and each of their respective successors and permitted assigns.

8. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this IP

Assignment must be brought in any court of competent jurisdiction in the State of Delaware, and, by execution and delivery of this IP Assignment, each party (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Assignment, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party waives the right to a jury trial with respect to any dispute related to this IP Assignment.

9. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this IP Assignment as of the date and year first above written.

BUYER:

G&G DISTRIBUTION, INC.

By: 

Name: Brian Effer

Title: Chief Executive Officer

SELLER:

LALAU INDUSTRIES

By: _____

Name: Marcelo Lalau

Title: Chief Executive Officer

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, Seller and Buyer have executed this IP Assignment as of the date and year first above written.

BUYER:

G&G DISTRIBUTION, INC.

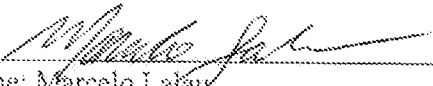
By: _____

Name: Brian Eiter

Title: Chief Executive Officer

SELLER:

LALAU INDUSTRIES

By:  _____

Name: Marcelo Lalau

Title: Chief Executive Officer

[Signature Page to IP Assignment]

Exhibit A

Intellectual Property

Trademark Applications/Registrations

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country/State
ANGELS GROOMING APPAREL	RN: 6184568 SN: 88867165	April 10, 2020	October 27, 2020	United States
GROOMERSPRO	RN: 5384799 SN: 87485568	June 13, 2017	January 23, 2018	United States

Domain Names

www.angels-apparel.com
www.groomerapparel.com
www.groomerwear.com
www.groomingwear.com
www.jellypet.com
www.jellypet.net
www.groomerspro.com
www.groomerspro.net
www.chrischristensenwholesale.com
www.chrissystemswholesale.com
www.angelsgroomingapparel.com

Social Media Accounts

Facebook: @groomersproshop
Youtube: youtube.com/c/groomerspro and www.youtube.com/channel/UC7deG3A9rz3BSuMgKrSeuIA/videos
Facebook: @angelsgroomingapparel
Instagram: angelsgroomingapparel
Twitter: angelsapparella
Youtube: Angels Grooming Apparel <https://www.youtube.com/channel/UC7deG3A9rz3BSuMgKrSeuIA>