

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661866

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900623353

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brook Frank		05/27/2021	INDIVIDUAL: UNITED STATES
Fresh Body, LLC		05/27/2021	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	203 Fresh Body, LLC
Street Address:	63 Glover Avenue
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06850
Entity Type:	Limited Liability Company: CONNECTICUT

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5191429	FRESH BODY FB
Registration Number:	6177473	FRESH BALLS
Registration Number:	5709669	SO FRESH. SO DRY.
Serial Number:	90575996	ASSWIPES
Serial Number:	90581946	ASSWIPES.COM
Serial Number:	90575947	ASSWIPES.COM VITAMIN E FRAGRANCE FREE AL
Serial Number:	90576052	JACK

CORRESPONDENCE DATA

Fax Number:

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: 9735035900
 Email: NJPatentGroup@KelleyDrye.com
 Correspondent Name: Kelley Drye & Warren LLP
 Address Line 1: One Jefferson Road
 Address Line 4: Parsippany, NEW JERSEY 07054

NAME OF SUBMITTER:	Michael J. Zinna
---------------------------	------------------

SIGNATURE:	/MJZ/
DATE SIGNED:	07/22/2021
Total Attachments: 10 source=ExtractPage1 (003)#page1.tif source=ExtractPage1 (003)#page2.tif source=ExtractPage1 (003)#page3.tif source=ExtractPage1 (003)#page4.tif source=ExtractPage1 (003)#page5.tif source=ExtractPage1 (003)#page6.tif source=ExtractPage1 (003)#page7.tif source=ExtractPage1 (003)#page8.tif source=ExtractPage1 (003)#page9.tif source=ExtractPage1 (003)#page10.tif	

IP Assignment Agreement

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this “**Assignment**”) is made as of this 28th day of May, 2021 (the “**Effective Date**”), by and among 203 Fresh Body, LLC, a Connecticut limited liability company (the “**Assignee**”), BJB Nevada Trust, dated March 16, 2021 (the “**Trust**”), Brook Frank, Individually, Brook Frank and Julie Frank, as Trustee of the Trust and Fresh Body, LLC, a Nevada limited liability company (collectively, the “**Assignor**”), pursuant to Section 1.8(a)(ii) of the Asset Purchase Agreement (the “**Purchase Agreement**”) of even date herewith by and between the Assignee and Assignor. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

RECITALS

WHEREAS, the Assignor owns certain rights, title and interests in and to the Intellectual Property, including, without limitation, the Intellectual Property described on the attached Schedule A;

WHEREAS, the Assignee desires to obtain all of the Assignor’s rights, title and interest in, to and under the Intellectual Property in connection with its purchase of Assets of the Assignor pursuant to the terms of the Purchase Agreement;

WHEREAS, the Assignor is willing to transfer its rights, title and interest that it may have in, to and under the Intellectual Property and to assign to Assignee all rights, title and interest as Assignor may possess in, to and under the Intellectual Property worldwide;

WHEREAS, under the terms of the Purchase Agreement, the Assignor has agreed to execute and deliver this Assignment for recording with, as applicable, the United States Patent and Trademark Office, the United States Copyright Office, and any corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, it is a condition precedent to the Closing that Assignor and Assignee execute and deliver this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements and covenants 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 agree as follows:

1. Assignment and Assumption. Effective as of the date hereof, the Assignor hereby sells, conveys, transfers, assigns, remises, delivers and sets over to the Assignee, its successors and assigns, the Assignor’s entire right, title and interest in, to and under the all of its Intellectual Property free and clear of any and all Liens including, without limitation:
 - a. The trademark registrations and applications and Domain Names set forth in Schedule A hereto, including all common law rights and all goodwill associated with each trademark and all registrations and applications for each trademark, including any renewals and extensions of the registrations that are or may be secured under law, and including all improvements, divisions, renewals and continuations thereof;

- b. The copyright registrations and applications for registration and exclusive copyright licenses set forth in Schedule A hereto and all issuances, extensions and renewals thereof;
- c. The patent registrations and applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;
- d. All rights of any kind whatsoever of Assignor accruing under any of the Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- e. Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property; and
- f. Any and all claims and causes of action, with respect to the Intellectual Property, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes, as applicable, the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment. Following the Effective Date, Assignor shall take such steps and actions and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property to Assignee, or any assignee or successor thereto.

3. Further Assurances. The Assignor agrees to execute and deliver, or cause to be executed and delivered, such other instruments of conveyance and transfer and take such other actions as the Assignee may reasonably request in order to more effectively consummate the transactions contemplated hereby.

4. Purchase Agreement. Nothing contained in this Assignment shall in any way supersede, modify, amend, change, waive or in any other way affect any of the provisions of the Purchase Agreement, including, without limitation, any of the representations and warranties, covenants, agreements and conditions contained in the Purchase Agreement, as well as the respective rights and remedies (including, without limitation, indemnification rights and obligations), of the Assignee or the Assignor under the Purchase Agreement. This Assignment is intended only to effect the transfer of the Intellectual Property as contemplated by the Purchase Agreement and shall be governed by the terms and conditions of the Purchase Agreement. To the extent any provision of this Assignment conflicts with, or is inconsistent with, the Purchase Agreement, the Purchase Agreement shall be deemed to supersede such conflicting or inconsistent provision of this Assignment, and the Purchase Agreement shall control and govern.

5. Multiple Counterparts. This Assignment may be executed in one or more counterparts, all of which (when executed and delivered) shall be considered one and the same Assignment and shall

become effective when one or more counterparts have been signed by each Party and delivered by each Party to the other Party, it being understood that both Parties need not sign the same counterpart. Counterparts may be delivered via facsimile or other electronic transmission method (including pdf) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6. Governing Law. THIS ASSIGNMENT, ALL TRANSACTIONS CONTEMPLATED HEREBY, ALL RELATIONSHIPS BETWEEN THE PARTIES HEREUNDER AND ALL DISPUTES AND PROCEEDINGS (IN CONTRACT, IN TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE FOREGOING SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF CONNECTICUT WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISION (WHETHER OF CONNECTICUT OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN CONNECTICUT.

7. Consent to Jurisdiction. EACH PARTY AGREES THAT ANY AND ALL PROCEEDINGS (IN CONTRACT, IN TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, ANY TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATIONSHIPS BETWEEN THE PARTIES HEREUNDER AND ANY DISPUTES WITH RESPECT TO ANY OF THE FOREGOING SHALL BE COMMENCED AND PROSECUTED EXCLUSIVELY IN THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF CONNECTICUT, FAIRFIELD COUNTY, AND ANY APPELLATE COURTS THEREFROM (COLLECTIVELY, THE "CONNECTICUT COURTS"). EACH PARTY IRREVOCABLY WAIVES ANY OBJECTION OR DEFENSE WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, ANY TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATIONSHIPS AMONG THE PARTIES HEREUNDER AND ANY DISPUTES WITH RESPECT TO ANY OF THE FOREGOING IN ANY OF THE CONNECTICUT COURTS. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH PROCEEDING IN ANY OF THE CONNECTICUT COURTS. EACH PARTY IRREVOCABLY CONSENTS AND SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY OF THE CONNECTICUT COURTS IN RESPECT OF ANY SUCH PROCEEDING. PROCESS WITH RESPECT TO ANY SUCH PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD, AND MAY BE SENT OR DELIVERED TO THE PARTY TO BE SERVED AT THE ADDRESS AND IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES SET FORTH IN SECTION 8.5 OF THE PURCHASE AGREEMENT OR IN ANY OTHER MANNER OTHERWISE PERMITTED BY APPLICABLE LAW.

8. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

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

10. Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

11. Amendments and Waivers. This Assignment may not be amended except by an instrument in writing signed on behalf of each Party, which states that it constitutes an amendment to this Assignment and specifies the provision(s) hereof that are being amended. Any term or condition of this Assignment may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Assignment, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Assignment on any future occasion.

[Signatures are on following page]

ASSIGNEE:

203 FRESH BODY, LLC

By: 

Printed Name: John Babina III

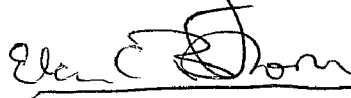
Title: President

STATE OF CT
COUNTY OF Fairfield

I, the undersigned, a ~~Notary Public~~ ^{an attorney admitted to the Bar of the State of Ct} in and for said County in said State, hereby certify that John Babina III, whose name as President of 203 FRESH BODY, LLC, a Connecticut corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said officer.

Given under my hand and official seal this 28th day of May, 2021.


~~Notary Public~~
~~My Commission Expires:~~


Elana C. Bloom
CT Bar ID No 432742

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR:

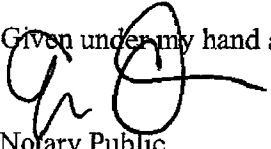
FRESH BODY, LLC

By: 
Printed Name: Brook Frank
Title: Manager

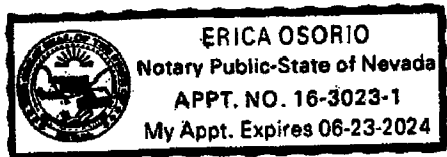
STATE OF Nevada
COUNTY OF CLARK

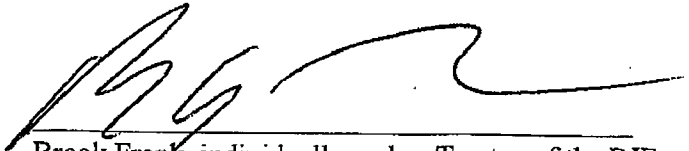
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brook Frank, whose name as Manager of FRESH BODY, LLC, a Nevada limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27th day of May, 2021.



Notary Public
My Commission Expires:
June 23, 2024



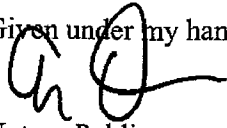


Brook Frank, individually and as Trustee of the BJJ Nevada Trust, dated March 16, 2021

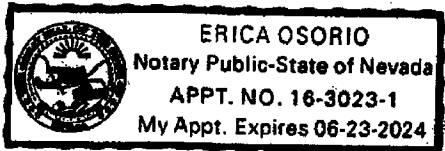
STATE OF Nevada
COUNTY OF Clark

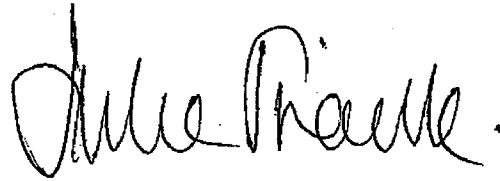
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brook Frank, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and official seal this 27th day of May, 2021.



Notary Public
My Commission Expires:
June 23, 2024



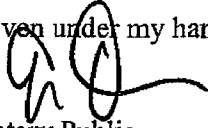


Julie Frank, as Trustee of the BJJ Nevada Trust, dated March 16, 2021

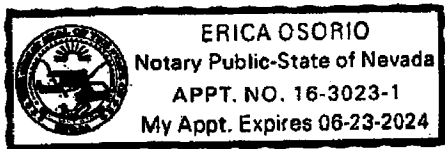
STATE OF Nevada
COUNTY OF Clark

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Julie Frank, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and official seal this 27th day of May, 2021.



Notary Public
My Commission Expires:
June 23, 2024



Schedule A

Registered Trademarks and Trademarks for Which Application Pending

Trademark	Serial Number	Registration Number	First Date of Use	Status
Fresh Body FB	85451172	5191429	Jan. 01, 2012	LIVE
Fresh Balls	88077610	6177473	Oct. 31, 2009	LIVE
So Fresh. So Dry.	88077636	5709669	Oct. 31, 2009	LIVE
AssWipes	90575996		Oct. 24, 2017	LIVE
AssWipes.com	90581946		Oct. 24, 2017	LIVE
Asswipes.com Vitamin E FRAGRANCE FREE ALCOHOL FREE WITH ALOE	90575947		Oct. 24, 2017	LIVE
JACK	90576052		Oct. 24, 2017	LIVE

Unregistered Trademarks in Use

Trademark	First Date of Use	Invoice Showing First Date of Use in Commerce
Fresh Breasts	6-21-2013	provided
Fresh Feet	12-23-2014	provided
Fresh Body	10-10-2019	provided

Domain Names

Domain Name	Registrar	Status	Expiration Date
<u>FreshBalls.com</u>	<u>GoDaddy.com</u>	ACTIVE	1/27/24
FreshBalls.co	<u>GoDaddy.com</u>	ACTIVE	6/26/21
<u>FreshBreasts.com</u>	<u>GoDaddy.com</u>	ACTIVE	12/11/21
<u>FreshBreast.com</u>	<u>GoDaddy.com</u>	ACTIVE	1/20/26
<u>FreshBody.com</u>	<u>GoDaddy.com</u>	ACTIVE	10/17/26
<u>FreshFeet.com</u>	<u>GoDaddy.com</u>	ACTIVE	2/11/22
<u>AssWipes.com</u>	<u>GoDaddy.com</u>	ACTIVE	2/9/22
FreshBallsWash.com	<u>GoDaddy.com</u>	ACTIVE	12/26/22
FreshBodyKit.com	<u>GoDaddy.com</u>	ACTIVE	12/30/22
FreshBodyWash.com	<u>GoDaddy.com</u>	ACTIVE	12/26/22
FreshPits.com	<u>GoDaddy.com</u>	ACTIVE	5/8/23
FreshPitWipes.com	<u>GoDaddy.com</u>	ACTIVE	2/7/22

Unregistered Copyrights

Any and all Artwork (as set forth in that certain Confirmation and Acknowledgement of Work For Hire dated May 13, 2021) by by Mr. Bill Decker between January 2010 and Closing.

Copyright Registrations and Copyright Applications

No Copyright Registrations and Copyright Applications.

Patent Registrations and Patent Applications

No Patent Registrations and Patent Applications.