

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM669902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yandy, LLC		12/31/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Y Acquisition Co. LLC		
Street Address:	10960 Wilshire Blvd		
Internal Address:	Suite 2200		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3284364	YANDY	
Registration Number:	4694527	CLUB YANDY MONTHLY LINGERIE CLUB	
Registration Number:	5587604	EVERYBODY. OWN YOUR SEXY.	
CORRESPONDENCE DATA			
Fax Number:	2123075598		
<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:	2125030559		
Email:	ksruisi@venable.com		
Correspondent Name:	Marcella Ballard		
Address Line 1:	1270 Avenue of the Americas		
Address Line 2:	24th Floor		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Kristen Ruisi		
SIGNATURE:	/KR/		
DATE SIGNED:	08/24/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”) is made and entered into as of December 31, 2019 (the “Effective Date”), by and between Yandy, LLC, an Arizona limited liability company (“Assignor”), and Y Acquisition Co. LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are referred to in this Agreement collectively as the “Parties,” and individually as a “Party.”

Recitals

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”; all capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement), pursuant to which, among other things, Assignor has agreed to assign all of its right, title and interest in and to (a) the trademarks listed on **Schedule A** attached hereto (all such trademarks, registrations and applications, collectively, the “Trademarks”), and (b) the domain names set forth on **Schedule B attached hereto** (the “Domain Names”) (collectively, the Trademarks and Domain Names being designated as the “Assigned IP”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Subject to the terms and conditions of the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in and to the Assigned IP, including, without limitation:

- (a) any and all registrations and applications therefor, including, without limitation, any and all renewals, extensions, continuations, restorations and reversions thereof;
- (b) the goodwill of the business connected with the use of, and symbolized by, the Assigned IP;
- (c) all intellectual property rights and other rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including, without limitation, 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 the United States Patent and Trademark Office, the Internet Corporation for Assigned Names and Numbers (ICANN), Uniform Domain Name Dispute Resolution Panel, and any other national, federal and state government officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. Upon Assignee’s reasonable request, Assignor shall: (a) cooperate with Assignee in the filing and prosecution of any intellectual property registration or application pertaining to the Assigned IP; and (b) execute, verify, acknowledge, and deliver all such further documents, instruments, and assurances and perform such further acts as Assignee lawfully may request, to facilitate Assignee’s right to obtain, protect, maintain, defend, or enforce any of the rights in the Assigned IP granted hereunder. In the event that, after reasonable efforts, Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document requested by Assignee under this **Section 2**, Assignor hereby grants to Assignee an irrevocable

power coupled with an interest under which Assignor irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor, to execute and file any such document 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 Assignor.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this Agreement, express or implied, shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Agreement as provided in, and subject to the limitations set forth in, the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Severability. If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Entity to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

5. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other Party, and any attempt to the contrary shall be void ab initio.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the United States federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8. Amendments. This Agreement may not be terminated, amended, supplemented, or otherwise modified (written, orally or otherwise) except by an instrument in writing signed by the duly authorized representatives of the Parties and any attempt to the contrary will be void ab initio.

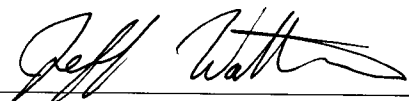
9. Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals or representations, written or oral, between the Parties relating to the subject matter hereof.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the Effective Date.

ASSIGNOR:

YANDY, LLC

By: 
Name: Jeff Watton
Title: Co-Chief Executive Officer

ASSIGNEE:

Y ACQUISITION Co. LLC

By: _____
Name: Christopher Riley
Title: General Counsel, Vice President, and Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the Effective Date.


ASSIGNOR:

YANDY, LLC

By: _____
Name: Jeff Watton
Title: Co-Chief Executive Officer

ASSIGNEE:

Y ACQUISITION CO. LLC

By:  _____
Name: Christopher Riley
Title: General Counsel, Vice President, and Secretary

SCHEDULE A

Trademarks

Trademark	Owner	Jurisdiction	Serial Number / Application Number	Registration Number
YANDY	Yandy, LLC	United States	77011636	3284364
YANDY CANDY	Yandy, LLC	United States	85833203	4424511
CLUB YANDY MONTHLY LINGERIE CLUB	Yandy, LLC	United States	86191983	4694527
EVERYBODY. OWN YOUR SEXY.	Yandy, LLC	United States	87568255	5587604

SCHEDULE B**Domain Names**

Domain Name	Owner	Registrar	Date of Registration	Date of Expiration
101lingerie.com	Yandy, LLC	GoDaddy.com, LLC	10/17/2007	8/3/2021
Anglebodywear.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	5/28/2021
Essencelingerie.com	Yandy, LLC	GoDaddy.com, LLC	12/9/2007	9/21/2021
Instocklingerie.com	Yandy, LLC	GoDaddy.com, LLC	12/9/2007	7/4/2021
Lingeriebliss.com	Yandy, LLC	GoDaddy.com, LLC	12/9/2007	5/15/2021
Lustkitten.com	Yandy, LLC	GoDaddy.com, LLC	10/23/2018	10/23/2020
Houseofkitten.com	Yandy, LLC	GoDaddy.com, LLC	10/23/2018	10/23/2020
Lustvixn.com	Yandy, LLC	GoDaddy.com, LLC	12/17/2018	12/17/2020
Ravewear.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	9/15/2020
TheLingeriedirectory.us	Yandy, LLC	GoDaddy.com, LLC	1/11/2008	2/22/2021
Yandie.com	Yandy, LLC	GoDaddy.com, LLC	10/16/2007	6/7/2022
Yandy.ca	Yandy, LLC	GoDaddy.com, LLC	5/17/2016	12/12/2020
Yandy.com	Yandy, LLC	GoDaddy.com, LLC	10/12/2007	1/8/2024
Yandy.tv	Yandy, LLC	GoDaddy.com, LLC	10/25/2011	10/24/2020
Yandycandy.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	2/9/2022
Yandycdn.com	Yandy, LLC	GoDaddy.com, LLC	1/26/2015	1/26/2021
Yandyclothes.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	7/29/2022
Yandycostume.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	5/5/2020
Yandycostumes.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	5/18/2021
Yandycoupons.com	Yandy, LLC	GoDaddy.com, LLC	10/25/2011	10/24/2021
Yandygirl.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	9/17/2020
Yandyland.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	8/22/2020
Yandymodel.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	6/30/2020
Yandymodels.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	6/30/2020
Yandysucks.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	7/20/2020
Yumdrop.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	8/10/2020
Yummylingerie.com	Yandy, LLC	GoDaddy.com, LLC	12/2/2019	9/6/2020