

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bolero Home Décor, Inc.		08/31/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Raw Sugar, LLC		
Street Address:	21500 Biscayne Blvd., Suite 600,		
Internal Address:	WM Partners, LP		
City:	Aventura		
State/Country:	FLORIDA		
Postal Code:	33180		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Serial Number:	90259210	SUGAR NOTE	
Registration Number:	6324656		
Registration Number:	6324655		
Registration Number:	6324654		
Registration Number:	6324653		
Registration Number:	6324652		
Registration Number:	6324651		
Registration Number:	6324650		
Serial Number:	90135212	GLIDE-PUSH TECHNOLOGY	
Registration Number:	6336071	RAW MEN SMELL GOOD	
Registration Number:	6298106	RAW SUGAR	
Registration Number:	6171078	MIGHTY CURLS	
Registration Number:	6223218	PRO REMEDY	
Registration Number:	6171040	PURE SCALP THERAPY	
Registration Number:	6171033	UNFILTERED BY RAW SUGAR	
Registration Number:	5999700	RAW SUGAR	
Registration Number:	5802820	PURE COLD PRESS TECHNOLOGY SO. CAL.	
Registration Number:	5805780	LOOK FOR THE BAMBOO TOPS & WHITE BOTTLES	

CH \$1040.00 90259210

Property Type	Number	Word Mark
Registration Number:	5900505	
Registration Number:	5718082	ALL THAT SHINES
Registration Number:	5718081	TRULY UNRULY
Registration Number:	6217082	SIMPLY BAR SOAP
Registration Number:	5932820	SIMPLY HAND WASH
Registration Number:	5932819	SIMPLY BODY WASH
Registration Number:	5460404	POP STUDIOS
Registration Number:	5331713	
Registration Number:	4634500	RAW SUGAR
Registration Number:	4650717	COLD PRESS TECHNOLOGY
Registration Number:	5201420	POP STUDIOS
Registration Number:	5063037	RAW SUGAR INITIATIVE
Registration Number:	5205505	SKINTEN
Registration Number:	5115340	DR. SPA
Registration Number:	4777262	HARD TO HOLD
Registration Number:	4768367	LATHER ME UP
Registration Number:	4768366	SLIPPERY WHEN WET
Registration Number:	4764535	CLEANLINESS BECOMES YOU
Registration Number:	4764534	LIVE LIFE CLEANLY
Registration Number:	4768365	AWASH IN EXPECTATION
Registration Number:	4764533	SO GOOD LOOKING
Registration Number:	4884122	RAW SUGAR LIVING PURELY UNFILTERED
Registration Number:	3951487	BOLERO

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: 2138915031

Email: jreider@buchalter.com

Correspondent Name: Jessie Reider Cristo

Address Line 1: 1000 Wilshire Blvd., Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER: Jessie Reider Cristo

SIGNATURE: /jrc/

DATE SIGNED: 08/31/2021

Total Attachments: 7

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ASSIGNMENT OF U.S. AND NON-U.S. TRADEMARK RIGHTS

THIS ASSIGNMENT OF U.S. AND NON-U.S. TRADEMARK RIGHTS (this “Assignment”), is made and entered into as of August 31, 2021 (the “Effective Date”), by and between Bolero Home Décor, Inc., a Florida corporation (“Assignor”), and Raw Sugar, LLC, a Delaware limited liability company with an address of c/o WM Partners, LP, 21500 Biscayne Blvd., Suite 600, Aventura, FL 33180 (“Assignee” and together with Assignee, the “Parties” and each, individually a “Party”).

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of the date hereof (the “Contribution Agreement”), pursuant to which Assignor agreed to sell, assign, transfer, convey, and deliver certain assets to Assignee, including all of Assignor’s right, title, and interest in and to the marks identified on Attachment B-1 hereto, including all registrations and trademark applications therefor and further including all goodwill associated therewith (the “Assigned Trademarks”).

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

1. Definitions. Capitalized terms used but not defined herein shall have the meanings accorded to them in the Contribution Agreement.
2. Assignment. Assignor hereby irrevocably sells, conveys, assigns, delivers, and transfers to Assignee all of Assignor’s right, title, and interest in and to the Assigned Trademarks, including (i) all goodwill associated therewith and symbolized thereby; (ii) any and all rights of priority thereto and renewals thereof; and (iii) the right to sue and recover for past, present, and future infringement or dilution of the foregoing, and Assignee hereby accepts the foregoing sale, conveyance, assignment, delivery, and transfer from Assignor.
3. Authority. The officer that executes this Assignment on behalf of Assignor is authorized to bind and obligate each of the entities defined herein as part of Assignor. The officer that executes this Assignment on behalf of Assignee is authorized to bind and obligate the entity defined herein as Assignee.
4. Recordation. This Assignment has been executed and delivered by Assignor with the intention of recording it with the U.S. Patent and Trademark Office and also any non-U.S. patent and/or trademark offices.
5. Further Assurances. Both Parties hereto covenant and agree to prepare, execute, acknowledge, file, record, publish, and deliver to the other Party hereto such other instruments, documents, and statements, and take such other action as may be reasonably requested in the discretion of the requesting Party to carry out more effectively the purposes of this Assignment, including, without limitation, the recordation of this Assignment, or a suitable form hereof, in any patent and/or trademark office or other similar governmental authority, in each relevant jurisdiction. Each Party shall pay its own costs incurred to comply with such request.

6. Contribution Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the Parties under, or the terms of, the Contribution Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Contribution Agreement, the Contribution Agreement shall govern.

7. Governing Law.

(a) This Assignment and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment shall be governed by and enforced in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State, without giving effect to any Laws of the State of Delaware that would require or permit the application of the Laws of any other jurisdiction.

(b) The Parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or in the event, but only in the event, that such court does not have subject matter jurisdiction over such action or proceeding, the Superior Court of the State of Delaware (Complex Commercial Division) or, if subject matter jurisdiction over the action or proceeding is vested exclusively in the federal courts of the United States of America, the United States District Court for the District of Delaware) over any dispute based on, arising out of or relating to this Assignment or any of the transactions contemplated hereby and each Party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

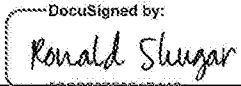
8. Counterparts. This Assignment may be executed in one or more counterparts (including by means of DocuSign (or similar) or transmission in portable document format (.pdf)), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR

Bolero Home Décor, Inc.

By:  _____
Name: Ronald Shugar
Title: Chief Executive Officer

[Signatures continue on next page.]

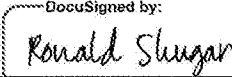
IN WITNESS WHEREOF, the undersigned parties have caused this Assignment to be executed as of the Effective Date.

ASSIGNEE

Raw Sugar, LLC










By: Bolero Home Décor, Inc.



Its: Manager


By:  _____
Name: Ronald Shugar
Title: Chief Executive Officer

Attachment B-1

Trademarks

Trademark	Serial/Reg. No.
SUGAR NOTE	90259210
	6324656
	6324655
	6324654
	6324653
	6324652
	6324651
	6324650
GLIDE-PUSH TECHNOLOGY	90135212
RAW MEN SMELL GOOD	6336071
RAW SUGAR	6298106
MIGHTY CURLS	6171078
PRO REMEDY	6223218
PURE SCALP THERAPY	6171040
UNFILTERED BY RAW SUGAR	6171033
	5999700
	5802820
LOOK FOR THE BAMBOO TOPS & WHITE BOTTLES	5805780

Trademark	Serial/Reg. No.
	5900505
ALL THAT SHINES	5718082
TRULY UNRULY	5718081
SIMPLY BAR SOAP	6217082
SIMPLY HAND WASH	5932820
SIMPLY BODY WASH	5932819
POP STUDIOS	5460404
	5331713
RAW SUGAR	4634500
COLD PRESS TECHNOLOGY	4650717
POP STUDIOS	5201420
RAW SUGAR INITIATIVE	5063037
SKINTEN	5205505
DR. SPA	5115340
HARD TO HOLD	4777262*
LATHER ME UP	4768367*
SLIPPERY WHEN WET	4768366*
CLEANLINESS BECOMES YOU	4764535*
LIVE LIFE CLEANLY	4764534*
AWASH IN EXPECTATION	4768365*
SO GOOD LOOKING	4764533*

Trademark	Serial/Reg. No.
	4884122
BOLERO	3951487

Country	Mark	Serial No./ Reg. No.
Mexico	RAW SUGAR and DESIGN	1961104
Canada	RAW SUGAR LIVING PURELY UNFILTERED And DESIGN	TMA1041406
Australia	RAW SUGAR LIVING PURELY UNFILTERED And DESIGN	1815089
UK	RAW SUGAR LIVING PURELY UNFILTERED And DESIGN	UK00003293913
France	RAW SUGAR LIVING PURELY UNFILTERED	4345306
China	RAW SUGAR LIVING PURELY UNFILTERED (Stylized/Design)	44714812
China	RAW SUGAR LIVING PURELY UNFILTERED and Design	32946909
China	RAW SUGAR LIVING PURELY UNFILTERED (Stylized/Design)	22750754