

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAFEREST LLC		05/28/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	SAFEREST HOLDINGS, LLC		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4018687	360° SECURE MICRO ZIPPER	
Registration Number:	5696911	EVERYDAY PURE	
Registration Number:	5697266	FOR WELL PROTECTED HEALTHY SLEEP	
Registration Number:	4697066	PERLUX	
Registration Number:	3907180	SAFEREST	
Registration Number:	4608889	SAFEREST	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<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:	2483584400		
Email:	thrasiotm@brookskushman.com		
Correspondent Name:	Robyn S. Lederman		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075-1238		
ATTORNEY DOCKET NUMBER:	THRT1434TP		
NAME OF SUBMITTER:	Robyn S. Lederman		
SIGNATURE:	/robyn s lederman/		
DATE SIGNED:	11/16/2021		

CH \$165.00 4018687

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of May 28, 2021, is made by and between SAFEREST LLC, a Florida limited liability company ("Assignor") and SAFEREST HOLDINGS, LLC, a Florida limited liability company ("Assignee").

RECITALS

WHEREAS, Assignee and Assignor are parties to that certain Contribution Agreement of even date herewith (the "Contribution Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Contribution Agreement.

WHEREAS, under the terms of the Contribution Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, all of the intellectual property of Assignor, and have agreed to execute and deliver this IP Assignment for recording with Governmental Authorities, including, but not limited to, the US Patent and Trademark Office.

WHEREAS, in connection with the consummation of the transactions contemplated by the Contribution Agreement, Assignor hereby desire to convey, transfer, and assign to Assignee all of Assignor's right, title, and interest in, to, and under all of the Assigned IP (as hereinafter defined), and Assignee hereby desires accept from Assignor all of Assignor's right, title, and interest in, to, and under all of the Assigned IP.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. In consideration for the execution of the Contribution Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, free and clear of any encumbrances, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the following (collectively, the "Assigned IP")[, including, without limitation, the Intellectual Property listed and described in **Exhibit A**:

[REDACTED]

(b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, together with the goodwill connected with the use of and symbolized by, and all issuances, extensions, and renewals thereof, provided, that with respect to the United States intent-to-use trademark applications, if any, the transfer of such applications accompanies, pursuant to the Contribution Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing ("Trademarks");

[REDACTED]

[REDACTED]

(j) in the case of each of the foregoing: (1) all 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; (2) and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (3) 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 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.\

2. **Assignor's Use and Enjoyment.** The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment had not been made.

3. **Remainder of Intellectual Property.** Assignor hereby declares that, as to any of the assets, rights or interests intended to be included in the Assigned IP hereby conveyed, the title to which may not have passed to the Assignee by virtue of this Assignment or any transfer or assignment which may from time to time be executed and delivered pursuant to the provisions hereof, Assignor holds such assets, rights or interests in trust for the benefit of the Assignee to transfer and assign the same as the Assignee may from time to time direct. Assignor shall hold such asset or other right for the exclusive benefit of the Assignee and shall take any and all action with respect thereto as the Assignee may reasonably direct for the Assignee's account and benefit.

4. Recordation. Assignor authorize the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials to record and register this IP Assignment upon request by Assignee.

[REDACTED]

[REDACTED]

[REDACTED]

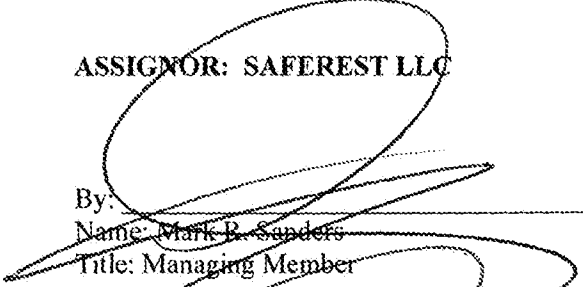
[REDACTED]

[REDACTED]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto are signing this IP Assignment as of the date first set forth above.

ASSIGNOR: SAFEREST LLC

By: 
Name: Mark R. Sanders
Title: Managing Member

ASSIGNEE: SAFEREST HOLDINGS, LLC

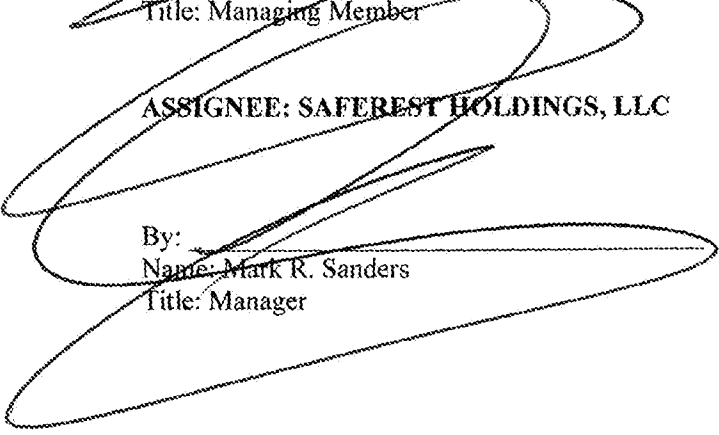
By: 
Name: Mark R. Sanders
Title: Manager

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT

Registered Trademarks

Trademark	Registration No.	Country	Filing Date	Registration Date	Status
100% Secure Micro Zipper	40116687	USA	1/1/2011	8/30/2011	Registered. Renewal due before August 2021
Everyday Plus	5086911	USA	7/30/2018	3/12/2019	Registered. Renewal due between March 2024 - March 2025
For Well Protected Healthy Sleep	5007266	USA	8/3/2018	3/12/2019	Registered. Renewal due between March 2024 - March 2025
Parlux	4097068	USA	1/2/2014	3/3/2014	Registered. Renewal due between March 2024 - March 2025



Subtext	3,987,180	USA	8/9/2010	1/18/2011	Registered. Renewal due between January 2020 - January 2021
Subtext	4,608,585	USA	1/23/2014	9/23/2014	Registered. Renewal due between September 2023 - September 2024

