

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ecom Heights LLC		11/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NEO BRANDS INC		
Street Address:	5a 412 N MAIN ST		
Internal Address:	#100		
City:	BUFFALO		
State/Country:	WYOMING		
Postal Code:	82834		
Entity Type:	Corporation: WYOMING		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6207602	SWEAT SPARK	
Registration Number:	6258411	SWEAT SPARK	
Serial Number:	88422181	SWEAT SPARK	
Registration Number:	5508616	CLEOF	
Registration Number:	5271382	CLEOF	
Serial Number:	88592157	TREKKO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	info@e-cabilly.com		
Correspondent Name:	Yael Rouach Cabilly		
Address Line 1:	101 West 67 Street		
Address Line 4:	New York, NEW YORK 10023		
NAME OF SUBMITTER:	Yael Rouach Cabilly		
SIGNATURE:	/YRC/		
DATE SIGNED:	11/22/2021		

OP \$165.00 6207602

Total Attachments: 4

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Schedule 2

ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of November 16, 2021 (the "Effective Date"), is made by:

Ecom Heights LLC ("Assignor"), a Delaware limited liability company located at 9 East Loockerman Street Dover DELAWARE 19901

AND

NEO BRANDS INC ("Assignee"), a Wyoming Corporation located at 5a 412 N MAIN ST #100 BUFFALO, WY, 82834

WHEREAS, Assignee is the purchaser of certain assets of Assignor pursuant to that certain Intellectual Property Purchase & Sale Agreement dated on or about the date hereof (the "Purchase Agreement");

WHEREAS, Assignor owns all of the rights, title and interest in and to the assigned Intellectual Property Assets with the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property (as defined herein), and, has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement (collectively, the "Agencies").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the following:
 - a. trademark, design patent and copyright registrations including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the "IP Assets"), together with the goodwill of the business connected with the use of, and symbolized by, the IP Assets;
 - b. 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;

c. any 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

d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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 the Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such 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 reasonably necessary to effect, evidence or perfect the assignment of the assigned IP Assets to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. 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.

5. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:
Ecom Heights LLC

Signature: DocuSigned by:
Roman Maksimenko
894231EDE5F34D6...

Name: Roman Maksimenko

Title: Authorized Signatory

ASSIGNEE:
NEO BRANDS INC

Signature: DocuSigned by:
Roi Cohen
AFD12FC347FC480...

Name: Roi Cohen

Title: Authorized Signatory

Schedule 1**Trademarks**

Mark	Country	Registration/Serial No.
SWEAT SPARK	United States	6207602
SWEAT SPARK	United States	6258411
SWEAT SPARK	United States	88422181
CLEOF	United States	5508616
CLEOF	United States	5271382
TREKKO	United States	88592157

Design Patents

Design Title	Country/Territory	Registration No.
Makeup Kits	European Union	004562536-0001

Copyrights

Work	Agency	Registration Number	Registration Date
Professional Oval Makeup Brush Set.	United States Copyright Office	VA0002071135	January 15, 2017