

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amika LLC		11/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	eva-nyc LLC		
Street Address:	300 Meserole Street, 3rd Floor		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11206		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5852939	EVA·NYC	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	72041-10020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	12/03/2021		
Total Attachments: 5			
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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (this “**Agreement**”) is made as of November 30, 2021 (the “**Effective Date**”), by and between Amika LLC, a Delaware limited liability company (“**Assignor**”) and eva-nyc LLC, a Delaware limited liability company (“**Assignee**”) (hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”).

RECITALS

WHEREAS, Assignor and Assignee are both wholly-owned subsidiaries of Heat Makes Sense Shared Services LLC, a Delaware limited liability company.

WHEREAS, as part of a corporate reorganization, Assignor hereby irrevocably transfers and assigns to Assignee all of its right, title and interest in and to the Domain Names, Social Media Accounts and Trademarks (each, as defined below).

WHEREAS, with respect to the Trademarks, Assignee is a successor to a portion of the business of the Assignor to which the Trademarks pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

1. Definitions. For the purposes of this Agreement, the following terms will have the following definitions meanings ascribed to them.

1.1. “Domain Names” means the domain names set forth on Exhibit A.

1.2. “Social Media Accounts” means the social media accounts set forth on Exhibit B.

1.3. “Trademarks” means the trademark applications and registered trademarks set forth in Exhibit C and all rights and goodwill associated therewith.

2. Assignments.

2.1. Domain Names. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its right, title and interest of every kind and character throughout the world in and to the Domain Names to the full extent of its ownership or interest therein; all rights to causes of action and remedies related thereto; and any and all other rights and interests arising out of, in connection with or in relation to the Domain Names. The Parties agree to execute and file with the applicable domain name registries all documentation necessary to transfer the Domain Names into Assignee’s name.

2.2. Social Media Accounts. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its

successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Social Media Accounts to the full extent of its ownership or interest therein; all rights to causes of action and remedies related thereto; and any and all other rights and interests arising out of, in connection with or in relation to the Social Media Accounts. The Parties agree to execute and file with the applicable social media platforms all documentation necessary to transfer the Social Media Accounts into Assignee's name.

2.3. Trademarks. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its right, title and interest of every kind and character throughout the world in and to the Trademarks to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights therein; all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith and symbolized by the Trademarks and the portion of the business of the Assignor to which the Trademarks pertain; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Trademarks. The Parties agree to have executed and file with the United States Patent and Trademark Office the confirmatory assignment with respect to the Trademarks attached hereto as Exhibit D.

3. Later Acquired or Enlarged Rights. In the event that Assignor hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Domain Names, Social Media Accounts and/or Trademarks than that assigned hereunder, such later-acquired rights will automatically be subject to this Agreement such that such rights are assigned to Assignee hereunder as if Assignor had possessed them on the Effective Date.

4. Further Actions. Upon Assignee's request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Domain Names, Social Media Accounts and Trademarks.

5. Appointment. In the event that Assignee is unable, after reasonable notice to Assignor, for any reason whatsoever, to secure Assignor's signature to any document Assignor is required to execute pursuant to Section 4 to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Domain Names, Social Media Accounts and/or Trademarks, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of Section 4 with the same legal force and effect as if executed by Assignor, it being understood that such power is coupled with an interest and is therefore irrevocable.

6. General.

6.1. Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of **New York (as permitted by Section 5-1401 of the**

New York General Obligations Law or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of **New York** to the rights and duties of the Parties. Any legal suit, action or proceeding arising out of or relating to this Agreement will be commenced in a federal court in the Southern District of New York or in state court in the County of New York, New York, and each Party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

6.2. No Waiver. No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

6.3. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

6.4. Entire Agreement. This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

[The Next Page Is The Signature Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR
AMIKA LLC

ASSIGNEE
EVA-NYC LLC

By: Shay Kadosh

By: Shay Kadosh

Name (Print): Shay Kadosh

Name (Print): Shay Kadosh

Title: Co-Chief Executive Officer

Title: Co-Chief Executive Officer

EXHIBIT C

Trademarks

MARK	COUNTRY	APP. DATE	APP. NO.	REG. DATE	REG. NO.
EVA-NYC	Brazil	02/26/2018	914231375	04/20/2021	914231375
EVA-NYC	Brazil	02/26/2018	914231391	02/26/2019	914231391
EVA-NYC	Brazil	02/26/2018	914231464	02/26/2019	914231464
EVA NYC Stylized eva·nyc	Canada	03/08/2018	1886889	12/23/2020	TMA1090385
EVA-NYC	China	08/25/2016	21097475	10/28/2017	21097475
EVA-NYC	China	08/25/2016	21097476	10/28/2017	21097476
EVA-NYC	China	08/25/2016	21097477	06/07/2019	21097477
EVA NYC Stylized eva·nyc	USA	06/21/2018	88/010137	09/03/2019	5852939