

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dollar Shave Club, Inc.		06/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dover Media Inc.		
Street Address:	701 Brickell Avenue, Suite 1550		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5239135	MEL	
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>			
Phone:	424-250-8068		
Email:	trademarks@minxlaw.com		
Correspondent Name:	Charlene Minx		
Address Line 1:	401 Wilshire Boulevard, Suite 1200		
Address Line 4:	Santa Monica, CALIFORNIA 90401		
NAME OF SUBMITTER:	Robyn Shelton		
SIGNATURE:	/Robyn Shelton/		
DATE SIGNED:	03/18/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”), dated as of June 30, 2021, is made by Dollar Shave Club, Inc., a Delaware corporation (“**Seller**”), in favor of Dover Media Inc., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of June 30, 2021 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, and Buyer has acquired, among other assets, certain intellectual property of Seller, and Seller and Buyer have agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. *Assignment.* In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions and renewals thereof (the “**Specified Trademarks**”);

(b) all rights of any kind whatsoever of Seller accruing under any of the Specified Trademarks 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 Specified Trademarks; and

(d) any and all claims and causes of action, with respect to any of the foregoing rights accruing under any of the Specified Trademarks, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. *Recordation and Further Actions.* Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such reasonable steps and actions following the date hereof, including the execution of any reasonable documents, files, registrations, or other similar items required by the Commissioner for Trademarks and any other governmental officials, to effect the recordation and registration of this Trademark Assignment.

3. *Terms of the Asset Purchase Agreement.* The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. *Counterparts.* This Trademark Assignment 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. A signed copy of this Trademark 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 Trademark Assignment.

5. *Successors and Assigns.* This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. *Governing Law.* This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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) (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first above written.

SELLER:

Dollar Shave Club, Inc.

DocuSigned by:
By: Jason Goldberger
81701322C64341B
Name: Jason Goldberger
Title: Chief Executive Officer

BUYER:

Dover Media Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first above written.

SELLER:

Dollar Shave Club, Inc.

By: _____

Name:

Title:

BUYER:

Dover Media Inc.

DocuSigned by:

By:  _____

Name: Lance Johnson

Title: Chief Executive Officer

SCHEDULE A

Assigned Trademark Registrations and Applications

Trademark	Registration No.	Registration Date	Registrant/Owner
MEL	5239135	July 11, 2017	Dollar Shave Club, Inc. DBA Mel Industries