

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740124

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900683452

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elements Brands, LLC		12/21/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Branded AcquiCo No 5, LLC
Street Address:	79 Madison Avenue, Floor 8
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	87903554	ROCKIN GREEN
Serial Number:	87903649	ROCKIN' GREEN

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.

Email: DRWTRADEMARKS@WOLFGREENFIELD.COM**Correspondent Name:** Douglas R. Wolf**Address Line 1:** 600 Atlantic Avenue**Address Line 2:** Wolf, Greenfield & Sacks, P.C.**Address Line 4:** Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:	Bret Cohen
SIGNATURE:	/Bret Cohen/
DATE SIGNED:	07/11/2022

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) dated as of this 21 day of December, 2021, is made by Elements Brands, LLC, a Delaware limited liability company (the “**Seller**”), for the benefit of Branded AcquiCo No 5, LLC, a Delaware limited liability company (the “**Buyer**”), in connection with that certain Asset Purchase Agreement, dated as of the date hereof by and between Buyer, Seller, and certain other parties (the “**Purchase Agreement**”). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, the Seller Intellectual Property, and have agreed to execute and deliver this Agreement, for recording, as needed, with the officials of corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, Seller agrees as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all of Seller’s rights, titles and interests in and to the Seller Intellectual Property purchased under the Purchase Agreement (the “**Assigned IP**”).
2. **Recordation and Further Actions.** Seller hereby authorizes the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assignees and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.
3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP and other assets purchased thereunder. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than Delaware to be applied. The provisions of Section 6.7 to the Purchase Agreement are incorporated herein by way of reference.
5. **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person, asset or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or

unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

6. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7. **Counterparts.** This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by facsimile or email attachment shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Seller and Buyer have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

BUYER:

Branded AcquiCo No 5, LLC

DocuSigned by:
By: Pierre Poignant
Name: Pierre Poignant
Title: Manager

SELLER:

Elements Brands, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the Seller and Buyer have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

BUYER:

Branded AcquiCo No 5, LLC

By: _____

Name: Pierre Poignant

Title: Manager

SELLER:

Elements Brands LLC

By: *John Walsh* _____

Name: John Walsh

Title: Director of Corporate Development