

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740747

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900697418		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New World Natural Brands, LLC		05/26/2022	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Gravitiq IX, LLC		
Street Address:	99 Hudson Street, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85983913	NUGG	
Serial Number:	87979767	NUGG	
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:	8136991194		
Email:	Mkobrin@aegislaw.com		
Correspondent Name:	Marshall Kobrin		
Address Line 1:	601 S. Lindbergh Blvd		
Address Line 4:	Frontenac, MISSOURI 63131		
NAME OF SUBMITTER:	Marshall Kobrin		
SIGNATURE:	/Marshall Kobrin/		
DATE SIGNED:	07/13/2022		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated May 26, 2022 ("Effective Date"), is made by and between [REDACTED] New World Natural Brands, LLC (collectively, "Assignor") and Gravitiq IX, LLC with an address of 99 Hudson Street, 5th Floor New York, NY 10013 ("Assignee"), pursuant to that certain asset purchase agreement, dated as of the date hereof by and among Assignee and, Assignor (as may be amended, supplemented, acquired or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Parent, among other assets, certain intellectual property of Assignor related to the Business;

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (individually, a "Party"; collectively, the "Parties") hereby agree as follows:

1. Assignment.- For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor's right, title and interest in and to the following (collectively, the "Intellectual Property Assets"):

a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including without limitation, the Copyrights set forth on Schedule 2 attached hereto;

b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

d. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including without limitation, those set forth on Schedule 3 attached hereto;

e. all trademark and service mark rights, slogans, trade dress, and tradenames,

trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 1 attached hereto (collectively, the "Trademarks");

f. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including (collectively, the "Mask Works");

g. all internet websites and internal domain names, including, without limitation, those set forth on Schedule 4 attached hereto (collectively, the "Domain Names");

h. all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on Schedule 5 attached hereto (collectively, the "Social Media Accounts");

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the "Licenses");

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee's 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 necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

4. Entire Agreement - This Agreement, the Exhibits hereto, the Purchase Agreement

and the other documents and agreements contemplated thereby contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

5. Amendment and Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

6. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

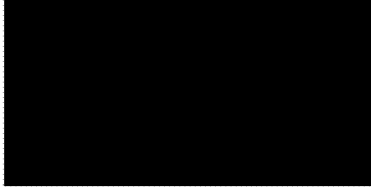
7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with the terms of the Purchase Agreement.

8. Counterparts: Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNOR:



New World Natural Brands, LLC

By: Shannon Curtin
Name: Shannon Curtin
Title: CEO

ASSIGNEE:

Gravitq IX, LLC

By: _____
Name: Sachin King-Tai Srivastava
Title: President

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNOR:



New World Natural Brands, LLC

By: _____
Name: Shannon Curtin
Title: CEO

ASSIGNEE:

Gravitiq IX, LLC

By: *Sachin*
Sachin Srivastava (May 21, 2022 17:34 GMT+0)
Name: Sachin King-Tai Srivastava
Title: President

**SCHEDULE 1
TRADEMARKS**

Registered Trademarks

Serial Number	Reg. Number	Office/Agent	Mark	G&S	Owner	Status
90381403	6507004	USPTO	BAEBODY	On-line retail store services and wholesale ordering services featuring cosmetics, skincare, eye care, and hair care products; Providing incentive award programs for customers through issuance and processing of loyalty points for on-line purchase of a company's goods and services	Baetea, LLC LIMITED LIABILITY COMPANY MISSOURI	Maintenance filing due between October 5, 2026 and October 5, 2027
87831453	5580744	USPTO	BAETEA	loose leaf tea; tea bags	BAETEA, LLC LIMITED LIABILITY COMPANY MISSOURI	Maintenance filing between October 9, 2023 and October 9, 2024
87828044	5580689	USPTO	BAEBODY	Castor oil for cosmetic purposes; Eye gels; Retinol cream for cosmetic purposes; Shampoos; Teeth whitening preparations; Anti-aging moisturizer; Beauty serums; Body mask cream; Body scrubs; Facial scrubs; Non-medicated serums for use on eyelashes; Non-medicated skin serums; Skin cream; Skin moisturizer	BAETEA, LLC LIMITED LIABILITY COMPANY MISSOURI	Maintenance filing between October 9, 2023, and October 9, 2024

018362989	N/A	EUIPO	BAEBODY	Cosmetics; Soap; Perfumery; Dentifrices; Body and skin care and beauty preparations (not for medical purposes); Milks, tonics, lotions, creams...	BAETEA, LLC	Expiry Date December 23, 2030
018362982	N/A	EUIPO	BAETEA	Tea; Tea (non-medicated) sold loose; tea bags; tea mixtures; tea extracts; tea essences; tea leaves; tea (iced-); tisanes made of tea (non-medicated) ...	BAETEA, LLC	Expiry Date December 23, 2030
UK00003597848	N/A	UK	BAEBODY	See EUIPO Listing above.	BAETEA, LLC	Expiry Date February 19, 2031
UK00003597847	N/A	UK	BATEA	See EUJP Listing above	BAETEA, LLC	Expiry Date February 19, 2031

All Nugg Registered Intellectual Property owned by New World Natural Brands, LLC

Mark	IP Office	App. No.	App. Date	Reg. No.	Reg. Date	Next Deadline	Due	Status	Class - Description of Goods
NUGG	European Union (EUIPO)	12276887	11/04/2013	12276887	03/05/2014	11/04/2023	File maintenance documents	Registered	3 - bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices; cleansers, namely, facial cleansers and skin cleansers; non-medicated skin care creams, lotions, oils, sprays, and gels for the face and body; cosmetics; cosmetic skin care preparations; make-up and make-up removing preparations; cosmetics pads; beauty masks; cosmetic facial mud packs; exfoliators, namely, skin and facial exfoliators; moisturizers for the face and body, masks for the face and body, toners, eye creams; hand and foot lotions, creams and masks; hair masks; essential oils for

									aromatherapy use; massage oils; fragrances.
NUGG	Norway		10/28/2014	1296916	02/19/2016	10/28/2024	File maintenance documents	Registered	3 - beauty masks; cosmetic facial mud packs; exfoliators, namely skin and facial exfoliators; masks for the face and body; cleansers, namely, facial cleansers and skin cleansers; non-medicated skin care creams, lotions, oils, sprays, and gels for the face and body; cosmetics; cosmetic skin care preparations; make-up and make-up removing preparations; cosmetics pads; moisturizers for the face and body, toners, eye creams; hand and foot lotions, creams and masks; hair masks; essential oils for aromatherapy use; massage oils; fragrances.
NUGG	Australia (IPA)	1768853	10/28/2014	1296916	02/19/2016	10/28/2024	File maintenance documents	Registered	3 - beauty masks; cosmetic facial mud packs; exfoliators, namely skin and facial exfoliators; masks for the face and body; cleansers, namely, facial cleansers and skin cleansers; non-medicated skin care creams, lotions, oils, sprays, and gels for the face and body; cosmetics; cosmetic skin care preparations; make-up and make-up removing preparations; cosmetics pads; moisturizers for the face and body, toners, eye creams; hand and foot lotions, creams and masks; hair masks; essential oils for aromatherapy use; massage oils; fragrances.
NUGG	China (CNIPA)	A0056761	10/28/2014	G1296916	02/19/2016	02/19/2026	File maintenance documents	Registered	3 - beauty masks; cosmetic facial mud packs; exfoliators, namely skin and facial exfoliators; masks for the face and body; cleansers, namely, facial cleansers and skin cleansers; non-medicated skin care creams, lotions, oils, sprays, and gels for the face and body; cosmetics; cosmetic skin care preparations; make-up and make-up removing preparations; cosmetics pads; moisturizers for the face and body, toners, eye creams; hand and foot lotions, creams and

									masks; hair masks; essential oils for aromatherapy use; massage oils; fragrances.
NUGG	Mexico (IMPI)	1296916	02/19/2016	1296916	02/19/2016	02/19/2026	File maintenance documents	Registered	3 - bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices; cleansers, namely, facial cleansers and skin cleansers; non-medicated skin care creams, lotions, oils, sprays, and gels for the face and body; cosmetics; cosmetic skin care preparations; make-up and make-up removing preparations; cosmetics pads; beauty masks; cosmetic facial mud packs; exfoliators, namely, skin and facial exfoliators; moisturizers for the face and body, masks for the face and body, toners, eye creams; hand and foot lotions, creams and masks; hair masks; essential oils for aromatherapy use; massage oils; fragrances.

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owners	Next Deadline	Due	Status	Class	Class Descriptions
NUGG	85983913	3/21/2013	4871118	12/15/2015	NEW WORLD NATURAL BRANDS, LLC	12/15/2021	Deadline to file a Section 8 or Section 71 declaration of use/excusable nonuse	Registered - Principal Register	3	Beauty masks; cosmetic facial mud packs; exfoliators, namely, skin and facial exfoliators; masks for the face and body First use: 3/1/2014 Use in commerce: 3/1/2014
NUGG	87979767	11/4/2016	5693710	3/5/2019	NEW WORLD NATURAL BRANDS, LLC	3/5/2025	Deadline to file a Section 8 or Section 71 declaration of use/excusable nonuse	Registered - Principal Register	3	Facial masks; lip scrubs; cleansers, namely, facial cleansers and skin cleansers; skin masks for skin care; face

mask
powders; face
scrubs; gels
for the face
and body

Trademark Applications:

None.