# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM736435

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SC LIMITED		05/18/2022	Corporation: CAYMAN ISLANDS

## **RECEIVING PARTY DATA**

Name:	Marshmallow II (St. Lucia) Limited	
Street Address:	Trou Garnier Financial Centre	
Internal Address:	Hewanorra House	
City:	Pt. Seraphine, Castries	
State/Country:	SAINT LUCIA	
Entity Type:	Corporation: SAINT LUCIA	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2898915	BE WICKED FOR A WEEK

# CORRESPONDENCE DATA

Fax Number: 2025599163

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.

Phone: 2026312021

valerie.purdy-pyeron@rieblinglaw.com Email: Valerie A. Purdy-Pyeron, Paralegal **Correspondent Name:** Address Line 1: 1717 Pennsylvania Avenue, N.W.

Address Line 2: **Suite 1025** 

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 383574-61 BE WICKEDassign

### DOMESTIC REPRESENTATIVE

Peter J. Riebling, RIEBLING IP, PLLC Name:

Address Line 1: 1717 Pennsylvania Avenue, N.W.

Address Line 2: Suite 1025

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Valerie A. Purdy-Pyeron, Paralegal
SIGNATURE:	/valerie a. purdy-pyeron/

DATE SIGNED:	06/22/2022	
Total Attachments: 4		
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# TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** ("Assignment") is effective as of March 18, 2022 ("Effective Date"). The "Assignor" is SC LIMITED, a Cayman Islands corporation, with an address of Artemis House 67 Fort Street Georgetown, Grand Cayman, Cayman Islands. The "Assignee" is Marshmallow II (St. Lucia) Limited, a ST. LUCIA corporation, with an address of Hewanorra House, Trou Garnier Financial Centre, Pt. Seraphine, Castries, St. Lucia.

**WHEREAS**, Assignor desires to sell, convey, assign, transfer, and deliver to Assignee the trademark set forth on Exhibit A hereto (the "Assigned Trademark").

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

- 1. Assignment of Assigned Trademark. Assignor hereby conveys, sells, assigns and transfers to Assignee its entire worldwide ownership, right, title and interest in and to the Assigned Trademark set forth on Exhibit A hereto, together with any worldwide common law or other unregistered rights Assignor has in the Assigned Trademark in connection with the goods/services listed in the applications/registrations or used therewith, together with any and all goodwill connected with and symbolized by the Assigned Trademark, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of Assignor's entire right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover damages and other remedies for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned to Assignee under this Assignment.
- 2. <u>Binding</u>. This Assignment shall be binding upon and inure to the benefit of the Assignor, the Assignee and their respective permitted successors and assigns.
- 3. Severability. If any term or provision of this Assignment is held invalid, illegal or unenforceable in any respect under any applicable law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Assignment will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other government authority declares that any term or provision hereof is invalid, illegal or unenforceable, Assignor agrees that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.
- 4. <u>Further Assurances</u>. Assignor shall execute and deliver such documents, and take such other action, as shall be reasonably requested by Assignee to carry out the transactions contemplated by this Assignment, and shall take such reasonable actions as may be necessary or appropriate to record,

memorialize or make effective the assignments of the Assigned Trademark contemplated hereby as may be reasonably requested by Assignee, and to vest and perfect in such Assignee such right, title, and interest in and to the Assigned Trademark as sold, assigned and transferred to Assignee hereunder.

- 5. <u>Recordation</u>. Assignor hereby authorizes and requests the officials of any applicable trademark office or corresponding entities or agencies in any applicable jurisdiction to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Trademark.
- 6. <u>No Third-Party Beneficiaries</u>. Nothing in this Assignment shall create or be deemed to create any third-party beneficiary rights in any person or entity not a party hereto, including any affiliates of any Party.

[Signature page follows]

Signature:

Date: May 18, 2022

IN WITNESS WHEREOF, the Assignor, through its authorized representative,	has caused
this Assignment to be duly executed on the date set out below and effective as of the Effe	ective Date.

Assignor:	
SC LIMITED	
By: Signature:	June Sire
Name:Date:	May 18, 2022
Title:	
Date:	

# EXHIBIT A

# ASSIGNED TRADEMARK

TRADEMARK	COUNTRY	OWNER	REG. NO.	STATUS
BE WICKED FOR A WEEK	United States of America	SC LIMITED	2898915	Registered

**RECORDED: 06/22/2022**