

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barefoot Sciences, Inc.		06/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Japonesque, LLC		
Street Address:	12647 Alcosts Blvd.		
Internal Address:	Suite 375		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6091605	BAREFOOT SCIENTIST	
Registration Number:	5434820	BARRIER4	
Registration Number:	4718113	PREHEELS	
Registration Number:	4892653	+	
CORRESPONDENCE DATA			
Fax Number:	2127540330		
<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:	2129077388		
Email:	ejaffe@golenbock.com		
Correspondent Name:	Elizabeth A. Jaffe		
Address Line 1:	Golenbock		
Address Line 2:	711 Third Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Elizabeth A. Jaffe		
SIGNATURE:	/Elizabeth A. Jaffe/		
DATE SIGNED:	06/30/2022		
Total Attachments: 6			

OP \$115.00 6091605

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Assignment**”) is being delivered as of June 28, 2022, by BAREFOOT SCIENCES, INC., a Delaware corporation d/b/a Barefoot Scientist with an address at 1925 Century Park East, Ste. 1700, Los Angeles, CA 90067 (“**Assignor**”), to JAPONESQUE, LLC, a California limited liability company with an address at 12647 Alcosta Blvd., Suite 375, San Ramon, CA 94583 (“**Assignee**”), pursuant to the Asset Purchase Agreement, dated as of even date herewith, by and among Assignor, Assignee and the other parties identified therein.

WHEREAS, Assignor holds all right, title and interest in and to the Trademarks (as defined below), free and clear of all liens, claims, encumbrances, restrictions and limitations, and has not abandoned the use thereof;

WHEREAS, Assignor seeks to sell all of Assignor’s right, title and interest, whether now known or hereafter created, throughout the universe, in perpetuity, in and to the Trademarks;

WHEREAS, Assignee seeks to acquire all of Assignor’s right, title and interest, whether now known or hereafter created, throughout the universe, in perpetuity, in and to the Trademarks; and

WHEREAS, certain of the Trademarks may as of the date hereof be registered in the name of “PreHeels, LLC”, which was a Delaware limited liability company that was converted, effective as of July 1, 2018, into the entity identified as Assignor herein, through the filing of a Certificate of Conversion with the Secretary of State of the State of Delaware, such that, by operation of law, all right, title and interest in and to such Trademarks is now held by the entity identified as Assignor herein;

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably assign, transfer and convey unto Assignee, its successors and assigns, free and clear of all liens, claims, encumbrances, restrictions and limitations, (i) all right, title and interest, in perpetuity, whether now known or hereafter created, throughout the universe, in and to all of the trademarks, trade dress, service marks and trade names listed on Schedule A annexed hereto, including the trademark applications and registrations identified thereon and together with any and all renewals and extensions thereof, along with any and all proprietary or other rights in any or all of such trademarks, trade dress, service marks and trade names, and (ii) all of Assignor’s rights, title and interest, in perpetuity, whether now known or hereafter created, throughout the universe, in and to any and all other trademarks, trade dress, service marks and trade names, whether registered or unregistered, in which Assignor possesses any rights and/or ownership interests (collectively, (i) and (ii), the “**Trademarks**”), together with all goodwill attendant to and/or symbolized by any or all of the Trademarks, along with (to the fullest extent permitted by law) any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation, whether prior to or subsequent to the date hereof, of any of the Trademarks, or of any proprietary or other rights in any of the Trademarks.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee and/or any of its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may reasonably request to permit Assignee or its successors or assigns to record the assignment covered by this Assignment or any other documents which Assignee, or any of its successors or assigns, may reasonably deem necessary, appropriate or desirable to evidence or effectuate the terms or intent of this Assignment. Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee's successors and assigns, and each of the officers of any of them, signing singly, as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be the true and lawful attorney of Assignor, in the name, place and stead of Assignor, to execute, acknowledge, swear to and file all documents (including but not limited to any instruments of assignment, transfer and/or conveyance) and to take all actions which Assignee deems necessary, appropriate or desirable to evidence or effectuate the intent of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to the choice of law principles thereof that would result in the application of the substantive laws of another jurisdiction.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Execution and delivery of this Assignment by facsimile or electronically (including via a .pdf file or DocuSign) bearing a copy of the signature of a party shall constitute a valid and binding execution and delivery of this Assignment by such party. Such copies shall constitute enforceable original documents.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

BAREFOOT SCIENCES, INC.

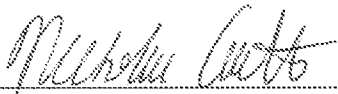
By: 
Name: David Maldoff
Title: President

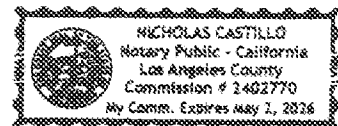
ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness accuracy, or validity of that document.

State of California)
) ss:
County of Los Angeles)

On the 24th day of June in the year 2022, before me, the undersigned, personally appeared David James Maldoff personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that, by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

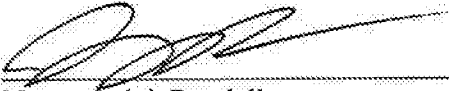

Notary Public



[Signature Page to Assignment of Trademarks]

Acknowledged and Accepted by Assignee:


JAPONESQUE, LLC

By: 
Name: Leigh Randall
Title: President

ACKNOWLEDGEMENT

State of New York)
County of Westchester) ss:


On the 23 day of June in the year 2022, before me, the undersigned, personally appeared Leigh J. Randall personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that, by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ERIKAW. GUERRERO
Notary Public, State of New York
Reg. No. 81GU6332694
Qualified in Westchester County
Commission Expires November 9, 2023

[Signature Page to Assignment of Trademarks]

Schedule A

USA Trademarks			
Mark	Country	Reg./App. Date	App./Reg. No.
BAREFOOT SCIENTIST	Australia	June 30, 2020	Reg. No. 6091605
BARRIER4	Canada	March 27, 2018	Reg. No. 5434820
PREHEELS	Canada	April 7, 2015	Reg. No. 4718113
Shoe & Design	Canada	January 26, 2016	Reg. No. 4892653
			
Foreign Trademarks			
Mark	Country	Reg. Date	Appl./Reg. No.
BAREFOOT SCIENTIST	Australia	September 9, 2019	Reg. No. 1986557
BAREFOOT SCIENCES	Canada	November 3, 2021	Reg. No. TMA1113276
BAREFOOT SCIENTIST	Canada	November 1, 2021	Reg. No. TMA1112910
PREHEELS	Canada	October 16, 2018	Reg. No. TMA1006806
BAREFOOT SCIENTIST	China	October 7, 2019	Reg. No. 36295362
PREHEELS	China	September 21, 2017	Reg. No. 20780736
BAREFOOT SCIENTIST	Denmark	December 11, 2020	Reg. No. VR202002268
BARRIER4	European Union (via Madrid Protocol)	July 24, 2018	Reg. No. 1390118
PREHEELS	European Union	December 13, 2016	Reg. No. 015762909
BAREFOOT SCIENTIST	Finland	July 5, 2020	Reg. No. 277952
PREHEELS	Hong Kong	January 11, 2017	Reg. No. 303848167
PREHEELS	Indonesia	April 24, 2020	Reg. No. IDM000693308
PREHEELS	Japan	June 9, 2017	Reg. No. 5953240
BARRIER4	Madrid Protocol	February 22, 2018	Reg. No. 1390118
	Designated Jurisdictions: European Union and United Kingdom		

BAREFOOT SCIENTIST	Portugal	August 25, 2020	Reg. No. 643495
PREHEELS	Singapore	July 27, 2016	Reg. No. 40201612198S
PREHEELS	South Korea	June 29, 2017	Reg. No. 401264720
BAREFOOT SCIENTIST	Spain	February 19, 2021	Reg. No. 4070615
BAREFOOT SCIENTIST	Sweden	June 4, 2020	Reg. No. 608698
PREHEELS	Taiwan	February 16, 2017	Reg. No. 1823370
BAREFOOT SCIENTIST	United Kingdom	May 3, 2019	Reg. No. 3372109
BARRIER4	United Kingdom (via Madrid Protocol)	N/A	App. No. 1390118
BARRIER4	United Kingdom	July 24, 2018	Reg. No. UK00801390118
PREHEELS	United Kingdom	October 21, 2016	Reg. No. 3176457
PREHEELS	United Kingdom	December 13, 2016	Reg. No. UK00915762909
Shoe & Design	United Kingdom	October 21, 2016	Reg. No. 3176419

