

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Direct, s.r.o.		07/18/2022	Limited Liability Company: CZECH REPUBLIC
RECEIVING PARTY DATA			
Name:	ADA Cosmetics International GmbH		
Street Address:	Rastatter Straße 2A		
City:	Kehl		
State/Country:	GERMANY		
Postal Code:	77694		
Entity Type:	Limited Liability Company: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4700389	ECO-BOUTIQUE	
CORRESPONDENCE DATA			
Fax Number:	2025599163		
<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:	2026312021		
Email:	valerie.purdy-pyeron@rieblinglaw.com		
Correspondent Name:	Valerie A. Purdy-Pyeron, Paralegal		
Address Line 1:	1717 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 1025		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	343051-21 ECO-BOUTIQUE		
DOMESTIC REPRESENTATIVE			
Name:	Peter J. Riebling, RIEBLING IP PLLC		
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/		

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DATE SIGNED:	07/29/2022
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Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), effective as of 18.07.2022 ("Effective Date"), is by and between Pacific Direct, s.r.o., a limited liability company organized and existing under the laws of the Czech Republic, with an address at the U.S. trademark office of Podlesi 53 Holice, Czech Republic, CZ-53401 ("Assignor"), and ADA Cosmetics International GmbH, a limited liability company organized and existing under the laws of Germany, with an address of Rastatter Straße 2A, 77694 Kehl, Germany ("Assignee") (each of Assignor and Assignee, a "Party" and, together, the "Parties").

WHEREAS, Assignor desires to sell, convey, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in, to, and under U.S. Reg. No. 4700389 for the mark ECO-BOUTIQUE identified on Exhibit A hereto (the "Transferred Trademark").

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment of Trademark. Assignor hereby assigns, sells, conveys, transfers and delivers to Assignee its entire right, title and interest in and to the Transferred Trademark, together with any and all goodwill connected with and symbolized by the Transferred 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 its respective 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 for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment.
2. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the Parties 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, the Parties agree 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. Amendments. This Assignment may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.
5. Further Assurances. Each of the Parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by the other Party 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 assignment of the Transferred Trademark contemplated hereby as may be reasonably requested by the other Party, and to vest and perfect in Assignee such right, title, and interest in and to the Transferred Trademark as sold, assigned and transferred to Assignee hereunder. To the fullest extent permitted by applicable law, Assignor hereby authorizes Assignee and its assignees and gives Assignee and its assignees its irrevocable power of attorney, with full power of substitution, which authorization shall be coupled with an interest, to take any and all steps in Assignor's name and on behalf of Assignor that are necessary or desirable in the reasonable determination of Assignee and its assignees to assign or transfer the Transferred Trademark if Assignor does not do so within a reasonable period of time after receipt of a request from Assignee.
6. Recordations. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Transferred Trademark.
7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.
8. No Third-Party Beneficiaries. Nothing in this Assignment shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any affiliates of any Party.
9. Entire Agreement. This Assignment (and all schedules hereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

[Signature page follows]

EXHIBIT A

TRANSFERRED TRADEMARKS

TRADEMARK	COUNTRY	APP. NO.	REG. NO.	STATUS
ECO-BOUTIQUE	USA	85905337	4700389	Registered

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

Assignor:

Pacific Direct, s.r.o.

By: *Josef Tesarik*
Name: _____ K

Pacific Direct, s.r.o.
CREATIVE LUXURY SOLUTIONS
Podlesi 53, 534 01 Holice
DIČ: CZ49813986 ③

Title: MANAGING DIRECTOR

Date: 18.07.2022

Assignee:

ADA Cosmetics International GmbH

By: *Josef Tesarik*
Name: _____ JOSEF TESARIK

ADA
COSMETICS
ADA International s. r. o.
Podlesi 53, 534 01 Holice
DIČ: CZ49813986 ③

Title: MANAGING DIRECTOR

Date: 18.07.2022