

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM745721

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Poulin Ventures, LLC		07/15/2022	Limited Liability Company: NEW MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lady Boss Holdings, LLC		
<b>Street Address:</b>	3443 W Bavaria St		
<b>City:</b>	Eagle		
<b>State/Country:</b>	IDAHO		
<b>Postal Code:</b>	83616-5575		
<b>Entity Type:</b>	Limited Liability Company: WYOMING		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6603383	LADYBOSS	
<b>Registration Number:</b>	5785588	LADYBOSS	
<b>Registration Number:</b>	5743975	LADYBOSS	
<b>Registration Number:</b>	5146838	LADYBOSS	
<b>Registration Number:</b>	5141618	LADYBOSS	
<b>Registration Number:</b>	5610709	LADYBOSS	
<b>Registration Number:</b>	5617405	LADYBOSS BLOG	
<b>Registration Number:</b>	5534674	LADYBOSS BURN	
<b>Registration Number:</b>	5529780	LADYBOSS FUEL	
<b>Registration Number:</b>	6268324	LADYBOSS GLOW	
<b>Registration Number:</b>	5544597	LADYBOSS LABS	
<b>Registration Number:</b>	5607201	LADYBOSS LABS	
<b>Registration Number:</b>	5544598	LADYBOSS LEAN	
<b>Registration Number:</b>	5789241	LADYBOSS LIFESTYLE	
<b>Registration Number:</b>	5534736	LADYBOSS RECOVER	
<b>Registration Number:</b>	5534731	LADYBOSS REST	
<b>Registration Number:</b>	5426528	LADYBOSS SWAG	
<b>Registration Number:</b>	5617402	LADYBOSS ULTIMATE TRANSFORMATION ACADEMY	
<b>Serial Number:</b>	90651237	LADYBOSS	

OP \$640.00 6603383

Property Type	Number	Word Mark
Serial Number:	90236575	LADYBOSS
Serial Number:	88077150	LADYBOSS
Serial Number:	88077268	LADYBOSS
Serial Number:	88099608	LADYBOSS
Serial Number:	88789766	LADYBOSS REWIND
Serial Number:	87898070	LADYBOSS SWAG

**CORRESPONDENCE DATA**

**Fax Number:** 2023448300  
*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:** 202-344-4976  
**Email:** trademarkdocket@venable.com, rliebowitz@venable.com, cmitros@venable.com  
**Correspondent Name:** Rebecca Liebowitz  
**Address Line 1:** P.O. Box 34385  
**Address Line 4:** Washington, D.C. 20043-9998

<b>ATTORNEY DOCKET NUMBER:</b>	TBD
<b>NAME OF SUBMITTER:</b>	Catherine Mitros
<b>SIGNATURE:</b>	/Catherine Mitros/
<b>DATE SIGNED:</b>	08/03/2022

**Total Attachments: 5**  
source=LADYBOSS Assignment#page1.tif  
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## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (hereinafter "Assignment") is made as of July 15, 2022 (hereinafter the "Effective Date") by and between Poulin Ventures, LLC, a New Mexico limited liability company (hereinafter "Assignor"), and Lady Boss Holdings, LLC, a Wyoming limited liability company (hereinafter "Assignee").

**WHEREAS**, in connection with the assignment of intellectual property to Assignee by Assignor, as contemplated by and pursuant to that certain Asset Purchase Agreement dated as if even date herewith, by and among Assignor, Assignee, Brandon Poulin and Kaelin Poulin (the "Agreement"), certain intellectual property rights owned by Assignor were transferred to Assignee, specifically any trademark applications and trademark registrations therefor identified in Exhibit A, attached hereto and incorporated herein by this reference, and the intellectual property rights and goodwill of the business symbolized by said trademarks (hereinafter "Assigned IP"); and

**WHEREAS**, the Assignor and the Assignee desire that the assignment of said rights in the Assigned IP be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be and any other appropriate governmental or administrative office (where applicable).

**NOW, THEREFORE**, for ten dollars (\$10.00) and other good and valuable consideration, including good and valuable consideration recited in the Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

(1) Assignment. The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor's right, title and interest in and to any and all trademark rights related to the Assigned IP, including but not limited to the trademarks, trademark applications, and trademark registrations listed in Exhibit A, and including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Assigned IP, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(2) Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Assigned IP, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Assigned IP hereunder and, if appropriate, to assure that the transfer of the Assigned IP is properly recorded at any appropriate administrative agency or registry,

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including, but not limited to, the United States Patent and Trademark Office, all at the Assignee's sole expense.

(3) Maintenance. The Assignor has and shall instruct their attorneys and agents who maintain and prosecute the Assigned IP to, at the cost and expense of Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned IP in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Assigned IP.

(4) Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Signature Page Follows]

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**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR:

**POULIN VENTURES, LLC**



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Name: Brandon Poulin  
Title: Chief Executive Officer

ASSIGNEE:

**LADY BOSS HOLDINGS, LLC**



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Name: Todd Dickerson  
Title: Manager of its sole member

**LADY BOSS HOLDINGS, LLC**



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Name: Russell Brunson  
Title: Manager of its sole member

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**EXHIBIT A**

**Trademarks**

<b>Mark</b>	<b>Serial/Reg. No.</b>	<b>Filing/Registration Date</b>	<b>Jurisdiction</b>
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LADYBOSS	6603383	December 28, 2021	United States
LADYBOSS	5785588	June 25, 2019	United States
LADYBOSS	5743975	May 7, 2019	United States
LADYBOSS	5146838	February 21, 2017	United States
LADYBOSS	5141618	February 14, 2017	United States
LADYBOSS	5610709	November 20, 2018	United States
LADYBOSS BLOG	5617405	November 27, 2018	United States
LADYBOSS BURN	5534674	August 7, 2018	United States
LADYBOSS FUEL	5529780	July 31, 2018	United States
LADYBOSS GLOW	6268324	February 9, 2021	United States
LADYBOSS LABS	5544597	August 21, 2018	United States
LADYBOSS LABS	5607201	November 13, 2018	United States
LADYBOSS LEAN	5544598	December 26, 2017	United States

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LADYBOSS LIFESTYLE	5789241	June 25, 2019	United States
LADYBOSS RECOVER	5534736	August 7, 2018	United States
LADYBOSS REST	5534731	August 7, 2018	United States
LADYBOSS SWAG and Design	5426528	March 20, 2018	United States
LADYBOSS ULTIMATE TRANSFORMATI ON ACADEMY	5617402	November 27, 2018	United States

Mark	Application No.	Application Date	Jurisdiction	Status
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LADYBOSS	90651237	April 16, 2021	United States	Pending
LADYBOSS	90236575	October 5, 2020	United States	Suspended
LADYBOSS	88077150	August 14, 2018	United States	Suspended
LADYBOSS	88077268	August 14, 2018	United States	Application Allowed
LADYBOSS	88099608	August 30, 2018	United States	Suspended
LADYBOSS REWIND	88789766	February 7, 2020	United States	Suspended
LADYBOSS SWAG	87898070	April 27, 2018	United States	Suspended