

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calme, LLC		09/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Johnny Was, LLC		
Street Address:	2423 E 23rd Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88301772	CALMÉ	
Serial Number:	90479719	CALMÉ	
Serial Number:	90570992	E	
Serial Number:	90686456	CALM YOGA	
Serial Number:	97086459	E CALME	
Serial Number:	97306082	CALMÉ	
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:	2138915031		
Email:	jreider@buchalter.com		
Correspondent Name:	Jessie Reider Cristo		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Jessie Reider Cristo		
SIGNATURE:	/jrc/		
DATE SIGNED:	09/19/2022		

CH \$165.00 88301772

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment Agreement”), is made and entered into as of September 16, 2022 (the “Effective Date”), by and between Calme, LLC, a Delaware limited liability company with an address of 2423 E 23rd Street, Los Angeles, California 90058 (“Assignor”), and Johnny Was, LLC, a Delaware limited liability company with an address of 2423 E 23rd Street, Los Angeles, California 90058 (“Assignee” and together with Assignor, the “Parties” and each, individually, a “Party”).

WHEREAS, Assignor desires to assign to Assignee certain intellectual property, and Assignee desires to acquire from Assignor certain intellectual property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee and its successors and assigns its entire right, title and interest in and to the intellectual property set forth on Schedule A, together with any and all goodwill connected with and symbolized by the foregoing, together with any and all rights in copyrights owned by Assignor whether registered or unregistered (collectively, the “Intellectual Property”), as well as the underlying business symbolized by the Intellectual Property which is ongoing and existing, and all common law rights to the Intellectual Property, 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 had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments 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 of the rights assigned or to be assigned under this IP Assignment Agreement.
2. Filing and Recordation. The Parties hereto agree that Assignee shall promptly file and record this IP Assignment Agreement, or the equivalent of this IP Assignment Agreement to the extent required, with the appropriate Governmental Authority as necessary to record Assignee as the assignee and owner of the Intellectual Property. Assignor and Assignee authorize and request that the United States Patent and Trademark Office, the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the Intellectual Property and register the registrations, from any pending applications included in the Intellectual Property to Assignee upon issuance or registration.
3. Assistance. From time to time hereafter, and without further consideration, Assignor shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer as Assignee may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee, its successors and assigns of all of its Intellectual Property in accordance with the foregoing and as may be reasonably necessary to carry out of the intentions and purposes of this IP Assignment Agreement. If Assignee or its successor or assignee is unable, after reasonable effort, to obtain a signature of Assignor on a document reasonably necessary to perfect the transfer or assignment of the Intellectual Property, Assignor

hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this IP Assignment Agreement with the same legal force and effect as if executed by Assignor. Each Party shall pay its own costs incurred to comply with its obligations hereunder.

4. Successors. This IP Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law. This IP Assignment Agreement and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this IP Assignment Agreement or the negotiation, execution or performance of this IP Assignment Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in such State, without giving effect to any Laws of the State of California that would require or permit the application of the Laws of any other jurisdiction.
6. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts (including by means of DocuSign (or similar) or transmission in portable document format (.pdf)), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterpart.

[Signature Pages to Follow]

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

ASSIGNOR

Calme, LLC

By: JW Holdings, LLC, its Managing Member

By: *Robert Trauber*
Name: Robert Trauber
Title: Chief Executive Officer

SWORN to and subscribed before me this 16 day
of September, 2022.

Manshid Homayonfar Kashani
Notary Public
(SEAL)




MANSHID HOMAYONFAR KASHANI

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

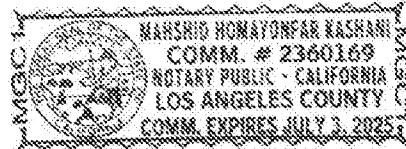
ASSIGNEE

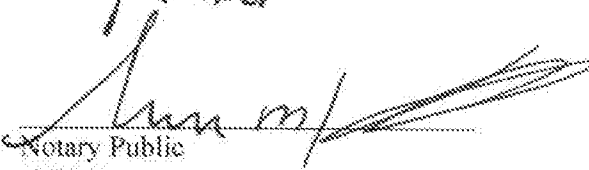
Johnny Was, LLC

By: JW Holdings, LLC, its Managing Member

By: 
Name: Robert Trauber
Title: Chief Executive Officer

SWORN to and subscribed before me this 16 day
of September, 2022.




Notary Public
(SEAL)

MAHSHID HOMAYONFAR KASHANI

Schedule A

Intellectual Property

<u>Jurisdiction</u>	<u>Mark:</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
US	CALMÉ	88301772	14-Feb-2019		
US	CALMÉ	90479719	21-Jan-2021		
US	E (Stylized and design)	90570992	10-Mar-2021		
US	CALM YOGA	90686456	02-May-2021		
US	E CALME (Stylized & Design)	97086459	21-Oct-2021		
CA	CALMÉ	2049611	02-Sep-2020		
EM	CALMÉ	018300449	02-Sep-2020	018300449	04-Feb-2021
GB	CALMÉ	UK00003529 189	02-Sep-2020	UK00003529189	15-Jan-2021
AU	CALMÉ	2116267	01-Sep-2020	2116267	03-May-2022
CN	CALMÉ	49582212	08-Sep-2020		
CN	CALMÉ	53271994	25-Jan-2021		
US	CALMÉ	97306082	10-Mar-2022		
CN	CALMÉ DESIGN	64911585	27-May-2022		