

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enviroscent, Inc.		10/05/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Scentsicles Seasonal Products Co., LLC		
Street Address:	2 Commerce Drive		
City:	Cranford		
State/Country:	NEW JERSEY		
Postal Code:	07016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4380202	IT'S A WONDERFUL PINE	
Registration Number:	4391447	MAKE TREES SMELL FRESH-CUT	
Registration Number:	6043584	PEAR IN A PINE TREE	
Registration Number:	4391445	SNOW BERRY WREATH LIMITED EDITION	
Registration Number:	4380203	TWO DASHES OF CINNAMON	
Registration Number:	4391448	WHITE WINTER FIR	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3128767700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Thomas J. Buettner		
SIGNATURE:	/tjb/		
DATE SIGNED:	10/11/2022		

OP \$165.00 4380202

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”), effective as of October 5, 2022, is by and between Enviroscint, Inc., a Delaware corporation having a principal place of business at 4600 Roswell Road, Suite D210, Atlanta, Georgia 30342 (“**Assignor**”), on the one hand, and Scentsicles Seasonal Products Co., LLC, a Delaware limited liability company having a principal place of business at 2 Commerce Drive, Cranford, New Jersey 07016 (“**Assignee**”), on the other hand. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement (defined herein below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated October 5, 2022 (the “**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to sell, convey, assign and transfer to Assignee all rights, title and interests in, to and under the Business Intellectual Property, including, but not limited to, certain Intellectual Property listed on **Schedule A** hereto (the “**Assigned IP**”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor, on behalf of itself and its respective Affiliates, does hereby sell, convey, assign and transfer to Assignee all of Assignor’s right, title and interest in and to the Assigned IP, including, but not limited to: (i) all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present and future infringement, dilution, unfair competition or other violation of the applicable Assigned IP; (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the applicable Assigned IP; (iii) all rights corresponding to the applicable Assigned IP throughout the world, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives; and (iv) all goodwill associated with the Assigned IP.

2. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the trademarks, domain names, social media accounts or other Assigned IP (as applicable) transferred to Assignee hereunder, and to issue any and all trademarks, domain names, social media accounts or other Assigned IP (as applicable) transferred to Assignee hereunder to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. At the request of Assignee, Assignor shall execute a recordable short-form assignment agreement for purposes of recording the assignment

of applicable Assigned IP with any applicable government entity and registrar so as to perfect its ownership of the applicable Assigned IP.

3. Successors and Assigns. 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 or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

4. Further Assurances. Assignor shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other certificates, instruments, and documents, as Assignee may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement, including to perfect Assignee's ownership of and record title in the applicable Assigned IP. This Assignment is being executed solely to give effect to the transactions contemplated by the Asset Purchase Agreement, and is not intended to, nor will it be construed to, modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement will govern.

5. Assignment. Assignee may assign or otherwise transfer its rights under this Assignment, including to any Affiliate of Assignee.

6. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.

7. Section Headings. The section headings contained in this Assignment are inserted for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action or proceeding arising out of or based upon this Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the State of Delaware or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of

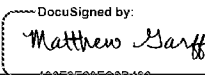
venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

[Signature Page Follows]

Acknowledged and Accepted:

ASSIGNEE:


SCENTSICLES SEASONAL PRODUCTS CO., LLC
a Delaware limited liability company



By: 
Name: Matthew Garff
Title: Vice President



[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT

Trademarks

Mark	Country File No.	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner
CHRISTMAS TIME SPRUCE	Canada 097381- 0923663	Registered	1597555 Oct 10, 2012	TMA870732 May 2, 2014	Enviroscent, Inc.
IT'S A WONDERFUL PINE	Canada 097381- 0923664	Registered	1597557 Oct 10, 2012	TMA861525 Sep 30, 2013	Enviroscent, Inc.
IT'S A WONDERFUL PINE	United States of America 097381- 0923636	Registered	85814216 Jan 2, 2013	4380202 Aug 6, 2013	Enviroscent, Inc.
MAKE TREES SMELL FRESH- CUT	United States of America 097381- 0923638	Registered	85814205 Jan 2, 2013	4391447 Aug 27, 2013	Enviroscent, Inc.
MAKE TREES SMELL LIKE CHRISTMAS	Canada 097381- 0923667	Registered	1597662 Oct 10, 2012	TMA870734 May 2, 2014	Enviroscent, Inc.
O CHRISTMAS TREE & Design 	Mexico 097381- 1031688	Registered	1904500 Jun 15, 2017	1800077 Sep 25, 2017	Enviroscent, Inc.
O CHRISTMAS TREE [WORD; RE-FILE]	Canada 097381- 1175474	Pending	2009601 Feb 3, 2020		Enviroscent, Inc.
PEAR IN A PINE TREE	United States of America 097381- 1094302	Registered	88305717 Feb 18, 2019	6043584 Apr 28, 2020	Enviroscent, Inc.
SCENTSICLES	Australia 097381- 0923650	Registered	1633425 (IR1208224) Jun 6, 2014	1208224 Jun 6, 2014	Enviroscent, Inc.
SCENTSICLES	Canada 097381- 0923651	Registered	1684838 Jul 11, 2014	TMA933136 Apr 1, 2016	Enviroscent, Inc.
SCENTSICLES	China	Registered	(IR1208224)	1208224	Enviroscent, Inc.

Mark	Country File No.	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner
	097381- 0923652		Jun 6, 2014	Jun 6, 2014	
SCENTSICLES	European Union 097381- 0923653	Registered	12183109 Sep 30, 2013	12183109 Feb 24, 2014	Enviroscent, Inc.
SCENTSICLES	Hong Kong 097381- 0923654	Registered	303025115 Jun 9, 2014	303025115 Oct 17, 2014	Enviroscent, Inc.
SCENTSICLES	International Bureau (WIPO) 097381- 0923657	Registered	1208224 Jun 6, 2014	1208224 Jun 6, 2014	Enviroscent, Inc.
SCENTSICLES	Mexico 097381- 0923655	Registered	(IR1208224) Jun 6, 2014	1208224 Jun 6, 2014	Enviroscent, Inc.
SCENTSICLES	Russian Federation 097381- 0923656	Registered	(IR1208224) Jun 6, 2014	1208224 Jun 6, 2014	Enviroscent, Inc.
SCENTSICLES	United Kingdom 097381- 1227499	Registered	12183109 Sep 30, 2013	UK0091218310 9 Feb 24, 2014	Enviroscent, Inc.
SCENTSICLES	United States of America 097381- 0923625	Registered	77546243 Aug 13, 2008	4148201 May 29, 2012	Enviroscent, Inc.
SCENTSICLES SCENTED ORNAMENTS (and design) 	Canada 097381- 0923668	Registered	1597560 Oct 10, 2012	TMA861526 Sep 30, 2013	Enviroscent, Inc.
SNOW BERRY WREATH LIMITED EDITION (and design) 	Canada 097381- 0923669	Registered	1597561 Oct 10, 2012	TMA861533 Sep 30, 2013	Enviroscent, Inc.
SNOW BERRY WREATH LIMITED EDITION (and design)	United States of America	Registered	85814188 Jan 2, 2013	4391445 Aug 27, 2013	Enviroscent, Inc.

Mark	Country File No.	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner
	097381- 0923641				
SO VERY CINNAMON LIMITED EDITION (and design) 	Canada 097381- 0923670	Registered	1597654 Oct 10, 2012	TMA861524 Sep 30, 2013	Enviroscent, Inc.
TWO DASHES OF CINNAMON	Canada 097381- 0923665	Registered	1597558 Oct 10, 2012	TMA870733 May 2, 2014	Enviroscent, Inc.
TWO DASHES OF CINNAMON	United States of America 097381- 0923637	Registered	85814219 Jan 2, 2013	4380203 Aug 6, 2013	Enviroscent, Inc.
WHITE WINTER FIR	Canada 097381- 0923662	Registered	1597554 Oct 10, 2012	TMA861523 Sep 30, 2013	Enviroscent, Inc.
WHITE WINTER FIR	United States of America 097381- 0923634	Registered	85814210 Jan 2, 2013	4391448 Aug 27, 2013	Enviroscent, Inc.

Social Media Accounts

Facebook (<https://www.facebook.com/ScentSicles>)

Instagram (<https://www.instagram.com/scentsicles/>)

Pinterest (<https://www.pinterest.com/scentsicles/>)

Twitter (<https://twitter.com/scentsicles?lang=en>)

Domain Names

Domain Name	Domain Name Registrar	Registered Owner	Expiration Date
freescentsicles.com	GoDaddy	EnviroScent, Inc	10/14/2023
freshcuttree.com	GoDaddy	EnviroScent, Inc	10/14/2023
freshtreescent.com	GoDaddy	EnviroScent, Inc	10/14/2023
freshtreescents.com	GoDaddy	EnviroScent, Inc	10/14/2023
pinetastic.com	GoDaddy	EnviroScent, Inc	9/25/2022
realtreescent.com	GoDaddy	EnviroScent, Inc	10/14/2023
realtreescents.com	GoDaddy	EnviroScent, Inc	10/14/2023
realtreesmell.com	GoDaddy	EnviroScent, Inc	10/14/2023
scentedornament.com	GoDaddy	EnviroScent, Inc	10/14/2023
scentedornaments.com	GoDaddy	EnviroScent, Inc	10/14/2023
scentmytree.com	GoDaddy	EnviroScent, Inc	9/14/2022
scentsicle.com	GoDaddy	EnviroScent, Inc	2/24/2023
scentsicles.co.uk	GoDaddy	EnviroScent, Inc	11/10/2022
scentsicles.com	GoDaddy	EnviroScent, Inc	7/14/2023
scentsicles.net	GoDaddy	EnviroScent, Inc	7/14/2023
scentsiclesoffer.com	GoDaddy	EnviroScent, Inc	10/14/2023
smellsliketree.com	GoDaddy	EnviroScent, Inc	9/14/2022