

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM772388

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900717410		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pharmwest, Inc.		08/03/2022	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Macy's IP Holdings, LLC		
<b>Street Address:</b>	7 West Seventh Street		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2143620	PHENOMENA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123368000		
<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>			
<b>Phone:</b>	212-336-8000		
<b>Email:</b>	ptodocket@arelaw.com		
<b>Correspondent Name:</b>	Amster, Rothstein & Ebenstein LLP		
<b>Address Line 1:</b>	90 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	33754/2265		
<b>NAME OF SUBMITTER:</b>	Chester Rothstein		
<b>SIGNATURE:</b>	/Chester Rothstein/		
<b>DATE SIGNED:</b>	12/07/2022		
<b>Total Attachments: 7</b>			
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source=Trademark Assignment for PHENOMENA (filed with USPTO)#page2.tif			
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## AGREEMENT AND ASSIGNMENT

**THIS AGREEMENT AND ASSIGNMENT**, effective as of August 25, 2022 (the "Effective Date") is by and between **Pharmwest, Inc.**, a corporation organized and existing under the laws of Nevada, with an address at 13900 Panay Way, Marina Del Rey, CA 90292 ("Pharmwest"); and **Macy's IP Holdings, LLC**, a limited liability company organized and existing under the laws of Ohio, with an address at 7 West Seventh Street, Cincinnati, OH 45202 ("Macy's").

**WHEREAS**, Pharmwest has used the mark PHENOMENA as applied to various goods and/or services, including but not limited to goods in International Trademark Classes 3 and 5 (the "PHENOMENA Mark"); and

**WHEREAS**, Pharmwest is the owner of certain right, title, interest, and goodwill associated therewith in and to the PHENOMENA Mark; and

**WHEREAS**, Pharmwest's ownership of certain rights in and to the PHENOMENA Mark include but is not limited to Pharmwest's ownership of United States Trademark Registration No. 2,143,620 as applied to the following goods:

skin moisturizing, conditioning, soothing, rehydrating, smoothing, toning, and firming lotions and creams; topically applied preparations to protect the skin from, and counteract the effects of, wind, sun and environmental pollution; wrinkle smoothing creams and liquids; eye cream; skin creams and liquids to improve skin circulation; skin creams and liquids to reduce under-eye puffiness and dark circles; creams and liquids to improve skin elasticity; and skin and skin rejuvenation creams and lotions

(the "U.S. PHENOMENA Registration"); and

**WHEREAS**, Macy's is desirous of acquiring all of Assignor's worldwide rights, title, interest, and goodwill associated therewith in and to the PHENOMENA Mark and the U.S. Registration.

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

1. Pharmwest warrants and represents as follows:
  - a. The U.S. PHENOMENA Registration is the only active registration Pharmwest owns for the PHENOMENA Mark; and
  - b. Pharmwest has not transferred, sold, licensed, or otherwise encumbered the PHENOMENA Mark, including its ownership interest in the PHENOMENA Mark, including but not limited to that the mark is not the subject of any security interest, and that Pharmwest is authorized to enter into this Agreement, including but not limited to assigning any rights it may have in the PHARMWEST Mark to Macy's.

2. Pharmwest agrees to assign and hereby assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, all of its right, title, and interest in and to the PHARMWEST Mark, and all goodwill associated therewith, to Macy's, and shall execute and deliver an Assignment document (the "Assignment") attached hereto as Exhibit A, which is incorporated in this Agreement by reference and is made a part hereof.
3. Pharmwest agrees that after the Effective Date it shall not use the PHENOMENA Mark.
4. Within ten (10) business days after fully executed copies of this Agreement and Assignment are exchanged and exchanged by all parties, Macy's shall pay Pharmwest the amount of One Thousand US Dollars (US\$1,000.00) by good and marketable check with funds readily available made payable to "Pharmwest Inc." and delivered by overnight courier to Terry Jacobs, 13900 Panay Way, Marina Del Rey, CA 90292. Pharmwest shall be solely responsible for federal, state and local taxes due on such payment
5. As a condition to the payment being made, Pharmwest agrees that it has or will deliver to Macy's a federal form W-9, in the form of Exhibit B or in such alternative form as may be reasonably requested.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

PHARMWEST, INC.

By Terry Jacobs  
Terry Jacobs  
Title: PRESIDENT  
Date: 8/3/12

MACY'S IP HOLDINGS, LLC.

By Fawn Horvath  
Fawn Horvath  
Title: ASSISTANT SECRETARY  
Date: 8/3/22

# EXHIBIT A

4854-0662-3788v.1

TRADEMARK  
REEL: 007874 FRAME: 0554

ASSIGNMENT

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into effective as of August 25, 2022 (the "Effective Date").

WHEREAS, Pharmwest, Inc., a corporation organized and existing under the laws of Nevada, with an address at 13900 Panay Way, Marina Del Rey, CA 90292 ("Assignor") ("Assignor") is the owner of certain right, title, interest, and goodwill associated therewith in and to the mark PHENOMENA (the "PHENOMENA Mark"); and


WHEREAS, Macy's IP Holdings, LLC, a limited liability company organized and existing under the laws of Ohio, with an address at 7 West Seventh Street, Cincinnati, OH 45202 ("Assignee"), is desirous of acquiring all of Assignor's rights, title, interest, and goodwill associated therewith in and to the PHENOMENA Mark.

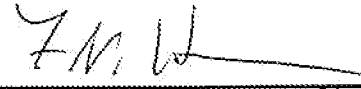
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, and transfers to Assignee, all of Assignor's worldwide rights, title, and interest in and to the PHENOMENA Mark which may exist, together with the goodwill of the business symbolized thereby and/or associated therewith.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by duly authorized officers as of the Effective Date first written above.

Pharmwest, Inc.  
(Assignor)

Macy's IP Holdings, LLC  
(Assignee)

By   
Name: GERALD SAKS  
Title: President

By   
Name: FAWN HORVATH  
Title: ASSISTANT SECRETARY

Dated: August 3, 2022

Dated: August 3, 2022

# Payment

## Order Details

TOTAL TRANSACTION DESCRIPTION  
\$40.00 USPTO TRADEMARK ASSIGNMENT

Sale Item Reference #	Attorney Docket #	Fee Code	Item Price	Qty	Item Total
2143820	33754/2285	8521	\$40.00	1	\$40.00

## Payment Information

Required fields \*

Payment Options \*      Stored Payment Method  
Credit/Debit Card

Stored Payment Method      CC - Anthony F Lo Cicero - \*\*\*\*\*1010

Card Security Code \*      7861