

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VTM E-COMMERCE, LLC		01/01/2023	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ILS SALES AND CONSULTING LLC		
Street Address:	19851 Nordhoff Pl #105		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6800389	I MAD HATTER JUICE SALTS	
Registration Number:	5742922	I MAD HATTER JUICE	
Registration Number:	5257614	I POP CORN	
Registration Number:	5109333	I LOVE DONUTS	
Registration Number:	5915157	I LOVE	
Registration Number:	5139215	120 CREAM POP	
Registration Number:	4991971	I	
Registration Number:	5277345	I TAFFY	
Registration Number:	5299054	MAD HATTER JUICE	
Registration Number:	5536201	I	
Registration Number:	5092764	I COOKIES	
Registration Number:	5083190	I DONUTS	
Registration Number:	5355542	MAD HATTER JUICE	
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:	9197878880		
Email:	csmith@manningfulton.com		

OP \$340.00 6800389

Correspondent Name: Carlie A. Smith
Address Line 1: PO Box 20389
Address Line 4: Raleigh, NORTH CAROLINA 27619

NAME OF SUBMITTER: Carlie Smith

SIGNATURE: /Carlie Smith/

DATE SIGNED: 01/11/2023

Total Attachments: 4

source=Trademark Assignment - VTM e-Commerce to ILS Sales and Consulting(3827097.1)#page1.tif
source=Trademark Assignment - VTM e-Commerce to ILS Sales and Consulting(3827097.1)#page2.tif
source=Trademark Assignment - VTM e-Commerce to ILS Sales and Consulting(3827097.1)#page3.tif
source=Trademark Assignment - VTM e-Commerce to ILS Sales and Consulting(3827097.1)#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Assignment**”), effective January 1, 2023 by and between VTM E-COMMERCE, LLC, a North Carolina limited liability company (“**Assignor**”), and ILS SALES AND CONSULTING LLC, a Nevada limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks identified on the attached Exhibit A, the United States trademark applications and/or registrations therefore, together with all common law rights and the goodwill of the business associated therewith (“**Marks**”), and has agreed to transfer to Assignee all right, title and interest in and to the Marks; and

WHEREAS, Assignee is desirous of acquiring all of Assignor’s rights, title and interest in and to the Marks and in and to the United States trademark applications and/or registrations therefore, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby irrevocably contributes, transfers, assigns, conveys and delivers unto Assignee, its successors and assigns, without reservation of any rights, title or interest, all rights, title, and interest in and to the Marks, any and all applications and registrations therefore, including, without limiting, the applications and registrations identified on the attached Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, 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 subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, including, without limitation, all common-law rights of Assignor in and/or to the Marks and Assignor’s right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to any of the Marks prior to and following the effective date of this Assignment. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment. The Assignor further agrees, upon reasonable request and without further compensation, that the Assignor and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of the Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.

2. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterparty of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and effective as of the date first set forth above.

ASSIGNOR:

VTM E-COMMERCE, LLC

By: Sameh Salaymeh
Sameh Salaymeh
Chief Executive Officer and President

ASSIGNEE:

ILS SALES AND CONSULTING LLC

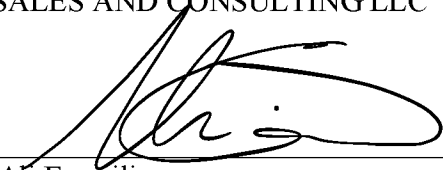
By: 
Ali Esmaili
Chief Executive Officer

EXHIBIT A




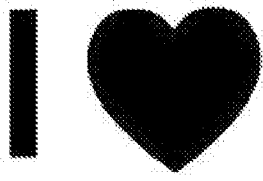





Serial Number	Reg. Number	Mark
90554039	6800389	
87839878	5742922	
87079111	5257614	
87040577	5109333	I LOVE DONUTS
87040562	5915157	I LOVE
87032359	5139215	120 CREAM POP
86792424	4991971	
86958822	5277345	
86902505	5299054	
86902415	5536201	

Exhibit A

3827097v1.CAS.31391.G52000

TRADEMARK
REEL: 007962 FRAME: 0788

86851239	5092764	I  COOKIES
86684573	5083190	I  DONUTS
86684564	5355542	MAD HATTER JUICE