

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM798299

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flare Jewelry (ABC) LLC		03/14/2023	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flare Safety, Inc.		
<b>Street Address:</b>	44 STEDMAN STREET		
<b>Internal Address:</b>	SUITE 8		
<b>City:</b>	Lowell		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01851		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6003037	YOUR WAY OUT	
<b>Registration Number:</b>	6086295	BRAVE NOT PERFECT	
<b>Serial Number:</b>	88068564	FLARE	
<b>Registration Number:</b>	5945482	PRESS FOR A CALL. HOLD FOR A FRIEND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9784520522		
<b>Email:</b>	jamesS@gcattorneys.com		
<b>Correspondent Name:</b>	James G. Silva		
<b>Address Line 1:</b>	22 Shattuck Street		
<b>Address Line 4:</b>	Lowell, MASSACHUSETTS 01852		
<b>NAME OF SUBMITTER:</b>	James G. Silva		
<b>SIGNATURE:</b>	/James G. Silva/		
<b>DATE SIGNED:</b>	03/28/2023		

OP \$115.00 6003037

**Total Attachments: 4**

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EXHIBIT 6.2 (iii)

TO ASSET PURCHASE AGREEMENT

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of March 14, 2023, by and between Flare Jewelry (ABC), LLC, a Massachusetts limited liability company ("Seller"), as Assignee for the Benefit of Creditors of Flare Jewelry, Inc., a Delaware corporation, and Flare Safety, Inc., a Delaware corporation ("Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of March 14, 2023, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller's rights, title and interest in all trademarks and/or service marks owned by Seller including, but not limited to trademarks and/or service marks identified in Schedule A attached hereto (the "Marks"); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller's right, title and interest in and to the Marks to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby irrevocably assigns, transfers and conveys to Buyer all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Seller's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements. Seller further assigns to Buyer all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost profits), for infringement or misappropriations of any Marks at no cost or further obligation to Seller.

2. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment may be executed by electronic means and on signature pages exchanged by electronic means, in which event each party shall promptly deliver to the others such number of original executed copies as the others may reasonably request.

**SELLER:**

Flare Jewelry (ABC), LLC, a Massachusetts limited liability company, as Assignee for the Benefit of Creditors of Flare Jewelry, Inc.

By: Michael Hogan

Name: Michael Hogan

Title: Manager

**BUYER:**

Flare Safety, Inc., a Delaware corporation

By: \_\_\_\_\_

Name: Rajia Abdelaziz

Title: President

**SELLER:**

Flare Jewelry (ABC), LLC, a Massachusetts limited liability company, as Assignee for the Benefit of Creditors of Flare Jewelry, Inc.


By: \_\_\_\_\_

Name: Michael Hogan

Title: Manager

**BUYER:**

Flare Safety, Inc., a Delaware corporation

By:  \_\_\_\_\_

Name: Rajia Abdelaziz

Title: President

Schedule A  
To Trademark Assignment

Marks

Flare brand, trademarks (words, logos or otherwise), and visual identity whether registered or unregistered, including:

ITEM NO.	MARK	FILING DATE	U.S. APP. SERIAL NO.	STATUS
1	YOUR WAY OUT	11/28/2017	87/699,860	Registered March 3, 2020  Reg. No. 6,003,037
2	BRAVE NOT PERFECT	8/7/2018	88/068,571	Registered June 23, 2020  Reg. No. 6,086,295
3	FLARE	8/7/2018	88/068,564	Published in the Trademark Official Gazette on December 22, 2020; Opposition No. 91268883 (Curadel, LLC) withdrawn and Opposition No. 91268882 (Flare Audio Technologies, Ltd.) resolved. Awaiting final issuance.
4	PRESS FOR A CALL. HOLD FOR A FRIEND	9/26/2018	88/132,826	Registered December 24, 2019  Reg. No. 5,945,482

Provided, however, with respect to Item No. 3, a Notice of Allowance issued November 22, 2022.