

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM806979

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sand Shack LLC		04/19/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hilldun Corporation		
<b>Street Address:</b>	36 East 31 st Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6137321	(RE)VOLUTION	
<b>Serial Number:</b>	88423624	ECODRY	
<b>Registration Number:</b>	6020768	ECOKNIT	
<b>Registration Number:</b>	6025880	EVERYDAY REUSABLES	
<b>Registration Number:</b>	6405224	IMPACT COLLECTION UNITED BY BLUE	
<b>Registration Number:</b>	6015491	SOFTHEMP	
<b>Registration Number:</b>	3900489	UNITED BY BLUE	
<b>Registration Number:</b>	4971577	UNITED BY BLUE	
<b>Registration Number:</b>	5072342	UNITED BY BLUE	
<b>Registration Number:</b>	6056671	UNITED BY BLUE	
<b>Registration Number:</b>	5329317		
<b>Registration Number:</b>	5329319		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>	973-597-2500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew P. Hintz, Esq.		
<b>Address Line 1:</b>	c/o Lowenstein Sandler LLP		

CH \$315.00 6137321

**Address Line 2:** One Lowenstein Drive  
**Address Line 4:** Roseland, NEW JERSEY 07068

**ATTORNEY DOCKET NUMBER:** 15948.104

**NAME OF SUBMITTER:** Matthew P. Hintz

**SIGNATURE:** /MPH/

**DATE SIGNED:** 04/28/2023

**Total Attachments: 17**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment ("**IP Assignment**"), dated as of April 19, 2023, is made by Sand Shack LLC ("**Seller**"), a Delaware limited liability company, located at 444 N. 3<sup>rd</sup> Street Philadelphia, PA 19123, in favor of Hilldun Corporation ("**Buyer**"), a New York corporation, located at 36 East 31<sup>st</sup> Street, New York, NY 10016, the purchaser of certain assets of Seller pursuant to a Discount Factoring Agreement between Buyer and Seller, dated as of December 2, 2011 (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's worldwide right, title, and interest arising from or associated with the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including, without limitation, invention disclosures (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all domain names set forth in Schedule 3 hereto, and applications and registrations therefor ("**Domain Names**");

(d) all social media accounts and web properties set forth in Schedule 4 hereto ("**Social Media Accounts**");

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions.

(a) Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.

(b) Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

(c) Seller hereby gives its authorization to Buyer to update the account and registrar information to reflect the transfer of the Social Media Accounts and Domain Names to Buyer.

(d) Seller agrees that it shall promptly take such actions as may be reasonably necessary to complete the transfer of Domain Names and Social Media Accounts in accordance with this IP Assignment. Those actions may include, without limitation, sharing the username and passwords and other reasonable account information associated with such Social Media Accounts and Domain Names with Seller, unlocking the Domain Names and/or Social Media Accounts so as to permit their transfer, providing any authorization or other codes required for the transfer, and answering in the affirmative any request for authorization to complete the transfer.

3. Terms of the Purchase Agreement. Seller acknowledges and agrees that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SAND SHACK LLC

By: 

Name: Joshua Kapelman

Title: Authorized Signatory of Sand Shack LLC

Address for Notices:

**SCHEDULE 1**



**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

Title	Jurisdiction	Application No.	Patent Number	Issue Date
BISON FIBER BATTING	US	62796210	N/A	N/A
BISON FIBER INSULATION AND METHOD OF PRODUCING BISON FIBER INSULATION	US	16749574	N/A	N/A
UTENSIL HOLDER	US	29694602	D927265	Aug 10, 2021

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Name	Country	Mark	Status	Application #	Registration #	Goods and Services
Sand Shook LLC	UNITED STATES	United By Blue Logo 	REGISTERED	87410887	5279319	021 - Retail apparel stores; Retail shops featuring apparel, coffee, and baked goods; Retail sporting goods stores; Retail store services featuring a wide variety of consumer goods of others
Sand Shook LLC	UNITED STATES	United By Blue Logo 	REGISTERED	87410888	5279317	025 - Clothing, namely, shorts, board shorts, pants, skirts, dresses, shirts, blouses, tank tops, pullovers, jackets, vests, gloves, socks, beanies, belts, boots, sports caps and hats
Sand Shook LLC	AUSTRALIA	UNITED BY BLUE	REGISTERED	WD1258960	WD1258960	018 - Backpacks; Briefcases; Handbags, purses and wallets; Leather handbags  025 - Wearable garments and clothing, namely, shirts  021 - Retail apparel stores; retail shops featuring apparel, coffee, and baked goods; retail sporting goods stores; retail store services featuring a wide variety of consumer goods of others
Sand Shook LLC	BRAZIL	UNITED BY BLUE	REGISTERED	91444101	91444101	018 - Backpacks; Briefcases; Handbags, purses and wallets; Leather handbags
Sand Shook LLC	BRAZIL	UNITED BY BLUE	REGISTERED	91444100	91444100	025 - Clothing, namely, shorts, board shorts, pants, skirts, dresses, shirts, blouses, tank tops, pullovers, jackets, vests, gloves, socks, beanies, belts, boots, sports caps and hats

Sand Shook LLC	CANADA	UNITED BY BLUE	REGISTERED	850,541	1316584, 130	013 - (1) Clothing, namely: shorts, board shorts, pants, skirts, blouses, shirts, blouses, tank tops, pajamas, jackets, vests, gloves, coats, baggies, hats, boots, sports caps and hats
Sand Shook LLC	CHINA	UNITED BY BLUE	REGISTERED	128177	1281793	018 - Backpacks, briefcases, handbags, purses and wallets, leather handbags;  025 - Clothing, namely: board shorts, pants, skirts, dresses, shirts, blouses, tank tops, pajamas, jackets, vests, gloves, coats, blouses, hats, boots, sports caps and hats
Sand Shook LLC	CHINA	UNITED BY BLUE	REGISTERED	8501258965	8501258965	018 - Backpacks, briefcases, handbags, purses and wallets, leather handbags;  025 - Wearable garments and clothing, namely, shirts



Owner Name	Country	Mark	Status	Application #	Registration #	Goods and Services
Sand Shack LLC	COLOMBIA	UNITED BY BLUE	INACTIVE	WD1407899		<p>018 - Backpacks; briefcases; handbags, purses and wallets; leather handbags</p> <p>025 - Clothing, namely, shorts, board shorts, pants, shirts, dresses, skirts, blouses, tank tops, pullovers, jackets, vests, gloves, socks, beanies, belts, boots, sports caps and hats</p>
Sand Shack LLC	EUROPEAN UNION (EUTM & EUDr)	UNITED BY BLUE	REGISTERED	WD1256986	WD1256986	<p>018 - Backpacks; Briefcases; Handbags, purses and wallets; Leather handbags</p> <p>025 - Wearable garments and clothing, namely, shorts</p> <p>035 - Retail apparel stores; retail shops featuring apparel, cuffies, and related goods; retail sporting goods stores; retail store services featuring a wide variety of consumer goods of others</p>

Owner Name	Country	Mark	Status	Application #	Registration #	Goods and Services
Sand Shack LLC	UNITED KINGDOM	UNITED BY BLUE	REGISTERED	900125006	UK0080125-966	018 - Briefcases, Handbags, purses and wallets, Leather handbags;  021 - Wearable garments and clothing, namely, shirts  035 - Retail apparel stores, retail shops featuring apparel, coffee, and baked goods; retail sporting goods stores; retail stem services featuring a wide variety of consumer goods of others
Sand Shack LLC	HONG KONG	UNITED BY BLUE	REGISTERED	90005636	90005636	025 - Clothing, shirts, boxer shorts, pants, skirts, dresses, shirts, blouses, tank tops, pullovers, jackets, vests, gloves, socks, trunks, belts, hats, caps, hats
Sand Shack LLC	JAPAN	UNITED BY BLUE	REGISTERED	900125006	900125006	018 - Briefcases, Handbags, purses and wallets, Leather handbags;  021 - Wearable garments and clothing, namely, shirts

Owner Name	Country	Mark	Status	Application #	Registration #	Description Combined
						<p>028 - Enamelware, namely, spoons, tableware, namely, spoons</p> <p>021 - Metal water bottles sold empty, enamelware, namely drinking cups and tableware, namely plates, metal cups and tableware, namely plates</p> <p>025 - Clothing, namely, shorts, board shorts, pants, skirts, dresses, shirts, blouses, tank tops, pullovers, jackets, vests, gloves, socks, bonnets, belts, boots, sports caps and hats</p>
Sand Shack LLC	JAPAN	UNITED BY BLUE	REGISTERED	WO1550912	WO1550912	

Owner Name	Country	Mark	Status	Application #	Registration #	Goods and Services
Sand Shack LLC	SOUTH KOREA	UNITED BY BLUE	REGISTERED	WD128036	WD128036	<p>011 - BAGGAGE; Briefcases, handbags, purses and wallets, leather handbags</p> <p>025 - Wearable garments and clothing, namely, shirts</p> <p>035 - Retail apparel stores, retail stores featuring apparel, footwear, gloves (clothing), hats, belts/shellings, accessories, mittens, sunglasses, shoe polish, shoe cream, shoeing cream, facial cleansing tissues, toilet tissue, fly foam, combs for personal use, kitchen crosses, cutting boards, cooling pots (non-electric) and cooling position- electric), retail sporting goods stores featuring sportswear, athletic clothing, accessories, except wear for exclusive use for sports and Korean traditional dress), bows, structural parts for boats, axes, hotblow, drinking mugs, backpacks, tents</p>
Sand Shack LLC	MEXICO	UNITED BY BLUE	INACTIVE	WD140709	WD140709	<p>011 - Backpacks; briefcases, handbags, purses and wallets, leather handbags</p> <p>025 - Clothing, namely shorts, board shorts, pants, skirts, dresses, shorts, blouses, tank tops, pullovers, jackets, vests, gloves, socks, beanies, belts, boots, sports caps and hats</p>


Owner Name	Country	Mark with Image	Status	Application #	Registration #	Description Combined
Sand Shack LLC	PHILIPPINES	UNITED BY BLUE	INACTIVE	WO1256866	WO1256866	018 - Backpacks, briefcases, handbags, purses and wallets; leather handbags  025 - Wearable garments and clothing, namely, shirts  035 - Retail apparel stores; retail shops featuring apparel, coffee, and baked goods; retail sporting goods stores; retail store services featuring a wide variety of consumer goods of others
Sand Shack LLC	RUSSIA	UNITED BY BLUE	REGISTERED	WO1407039	WO1407039	018 - Backpacks, briefcases, handbags, purses and wallets, leather handbags  025 - Wearable garments and clothing, namely, shirts  035 - Retail apparel stores; retail shops featuring apparel, coffee, and baked goods; retail sporting goods stores; retail store services featuring a wide variety of consumer goods of others
Sand Shack LLC	SINGAPORE	UNITED BY BLUE	REGISTERED	WO1256866	WO1256866	018 - Backpacks, briefcases, handbags, purses and wallets; leather handbags  025 - Wearable garments and clothing, namely, shirts  035 - Retail apparel stores; retail shops featuring apparel, coffee, and baked goods; retail sporting goods stores; retail store services featuring a wide variety of consumer goods of others

Owner Name	Country	Mark	Status	Application #	Registration #	Goods and Services
Sand Shack LLC	UNITED STATES	UNITED BY BLUE	REGISTERED	86936207	5072343	025 - Clothing, namely, shorts, board shorts, pants, skirts, dresses, shirts, blouses, tank tops, pullovers, jackets, vests, gloves, socks, beanies, belts, boots, sport caps and hats
Sand Shack LLC	UNITED STATES	UNITED BY BLUE	REGISTERED	85044652	390489	025 - Wearable garments and clothing, namely, shorts
Sand Shack LLC	UNITED STATES	UNITED BY BLUE	REGISTERED	86554372	4971277	018 - Backpacks; Briefcases; Handbags, purses and wallets; Leather handbags  035 - Retail apparel stores; Retail shops featuring apparel, coffee, and baked goods; Retail sporting goods stores; Retail store services featuring a wide variety of consumer goods of others
Sand Shack LLC	UNITED STATES	UNITED BY BLUE	REGISTERED	08419140	6056671	008 - Glassware, namely, sports tableware, namely, mugs  021 - Metal water bottles and canteens; enamelware, namely drinking cups and mugs; metal plates, metal cups and tableware, namely plates

Owner Name	Country	Mark	Status	Application #	Registration #	Goods and Services
Sand Shook LLC	WFO	UNITED BY BLUE	REGISTERED	WO1497020	WO1407019	<p>018 - Backpacks; briefcases, handbags, purses and wallets, leather handbags</p> <p>025 - Clothing, namely, shorts, board shorts, pants, skirts, dresses, shirts, blouses, tank tops, pullovers, jackets, vests, gloves, socks, hoodies, belts, boots, sports caps and hats</p>
Sand Shook LLC	WFO	UNITED BY BLUE	REGISTERED	WO1256866	WO1256866	<p>018 - Backpacks; briefcases, handbags, purses and wallets, leather handbags</p> <p>025 - Wearable garments and clothing, namely, shirts</p> <p>035 - Retail apparel stores; retail shops featuring apparel, coffee, and baked goods; retail sporting goods stores; retail store services featuring a wide variety of consumer goods of other</p>

Owner Name	Country	Mark	Status	Application #	Registration #	Goods and Services
Sand Shack LLC	WIPO	UNITED BY BLUE	REGISTERED	WGI50012	WGI50012	008 - Enamelware, namely, sporks; tableware, namely, sporks;  021 - Metal water bottles (old empty); enamelware, namely, drinking cups and tableware, namely, plates; metal cups and tableware, namely, plates;  025 - Clothing, namely, shorts, board shorts, pants, skirts, dresses, shirts, blouses, tank tops, pullovers, jackets, vests, gloves, socks, bonnets, belts, boots, sports caps and hats
Sand Shack LLC	UNITED STATES	RESPONSIBLE DURABLE GOODS	INACTIVE	80306137	4882366	025 - Wearable garments and clothing, namely, hats, shirts and pants
Sand Shack LLC	UNITED STATES	SOFT HEAVY	REGISTERED	88421692	6015491	025 - Apparel, namely, shorts, pants, socks
Sand Shack LLC	UNITED STATES	EVERYDAY REUSABLES	REGISTERED	88421698	6026880	008 - Tableware, namely, metal forks, knives, spoons and sporks;  021 - Utensilware, namely, cups, plates, bowls; metal drinking vessels
Sand Shack LLC	UNITED STATES	ALLOY CHAMBRAY	INACTIVE	81423467		025 - Apparel, namely, shirts, pants
Sand Shack LLC	UNITED STATES	BOOKNITE	REGISTERED	88421701	6026763	025 - Apparel, namely, shirts, pants, coats
Sand Shack LLC	UNITED STATES	(REVOLUTION)	REGISTERED	80423614	6137321	018 - Backpacks, book bags, duffel bags, sports bags, and beachbags
Sand Shack LLC	UNITED STATES	SAND SHACK	INACTIVE	77354028	7736625	Belts; Flip flops; Hats



Owner Name	Country	Mark	Status	Application #	Registration #	Goods and Services
Sand Shack LLC	UNITED STATES	BISONSHIELD	ALLOWED	88423602		<p>22 - Fiber batting, namely, bison fiber batting; bison down batting</p> <p>23 - Bison fiber yarn</p> <p>624 - Bison fiber fabric</p>
Sand Shack LLC	UNITED STATES	BISONSHIELD	INACTIVE			625 - Apparel, namely, coats, jackets
Sand Shack LLC	UNITED STATES	ECOGORY	PENDING	88423624		625 - Apparel, namely, shirts, pants, socks
Sand Shack LLC	UNITED STATES	QUILT SINGLE USE	INACTIVE	88427980		<p>608 - Tableware, namely, metal forks, knives, spoons and spatula</p> <p>621 - Dinnerware, namely, cups, plates, bowls, metal drinking straws</p>
Sand Shack LLC	UNITED STATES	<p>IMPACT COLLECTION UNITED BY ILLIE &amp; Design</p> 	REGISTERED	60122312	6405224	<p>618 - Backpacks, handbags, purses and wallets</p> <p>621 - Metal water bottles, sold empty; enamelware, namely, drinking cups; metal cups</p> <p>625 - Clothing, namely, shorts, board shorts, pants, dresses, shirts, blouses, tank tops, gullovers, jackets, vests, socks, sports caps and hats</p>

SCHEDULE 4  
ASSIGNED DOMAIN NAMES

unitedbyblue.com  
unitedbyblue.eu  
unitedbyblue.nl  
unitedbyblue.in  
unitedbyblue.ca  
unitedbyblue.co.uk  
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unitedblueaction.com  
unitedblueaction.net  
unitedblueaction.info  
unitedblueaction.org  
ubb.life  
unitedby.blue

**SCHEDULE 5**  
**SOCIAL MEDIA ACCOUNTS**

United By Blue Instagram Account (<https://www.instagram.com/unitedbyblue/>)

United By Blue Facebook Account (<https://www.facebook.com/unitedbyblue/>)

United By Blue TikTok Account (<https://www.tiktok.com/@unitedbyblue>)

United By Blue Pinterest Account (<https://www.pinterest.com/unitedbyblue/>)

United By Blue Twitter Account (<https://twitter.com/unitedbyblue?lang=en>)

United By Blue YouTube Channel  
(<https://www.youtube.com/channel/UCa17Ew2ouEfObBDdkKwkW3g>)

United By Blue LinkedIn Account (<https://www.linkedin.com/company/united-by-blue/>)

United By Blue Amazon Storefront  
(<https://www.amazon.com/stores/UnitedByBlue/Homepage/page/EFBF790D-DE38-4EC1-9991-45E33686EB6F>)

United By Blue Google Suite Account

United By Blue Shopify Account

United By Blue Square Account