

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

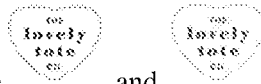
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|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |  |
| <b>CONVEYING PARTY DATA</b>   |  |                       |  |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Queen Lilo LLC  |  | 05/05/2023            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Amazon Technologies, Inc.                          |                       |  |
| <b>Street Address:</b>  | 410 Terry Ave. N.                                  |                       |  |
| <b>City:</b>  | Seattle  |                       |  |
| <b>State/Country:</b>   | WASHINGTON   |                       |  |
| <b>Postal Code:</b>   | 98109  |                       |  |
| <b>Entity Type:</b>   | Corporation: NEVADA                                |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 5546634  | THE LOVELY TOTE CO.   |  |
| <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>   | 212.484.3977                                       |                       |  |
| <b>Email:</b>   | TMdocket@arentfox.com                              |                       |  |
| <b>Correspondent Name:</b>  | Michelle Mancino Marsh                             |                       |  |
| <b>Address Line 1:</b>  | c/o ArentFox Schiff LLP                            |                       |  |
| <b>Address Line 2:</b>  | 1301 Avenue of the Americas, 42nd Floor            |                       |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10019                           |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 035192.08533                                       |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Megan Rzonca                                       |                       |  |
| <b>SIGNATURE:</b>   | /Megan Rzonca/                                     |                       |  |
| <b>DATE SIGNED:</b>   | 05/17/2023   |                       |  |
| <b>Total Attachments: 3</b>   |  |                       |  |
| source=THE LOVELY TOTE CO. - Queen Lilo LLC to ATI Assignment Agreement#page1.tif   |  |                       |  |
| source=THE LOVELY TOTE CO. - Queen Lilo LLC to ATI Assignment Agreement#page2.tif   |  |                       |  |
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the “Assignment”) is effective as of May 05, 2023 (the “Effective Date”), by and between Queen Lilo LLC (“Assignor”), a limited liability company, having its address of 103 Foulk Road, Suite 202 Wilmington, Delaware, United States 19803, organized and existing under the laws of Delaware, and Amazon Technologies, Inc. (“Assignee”), a corporation, having its address of 410 Terry Ave. N. Seattle, Washington, United States 98109, organized and existing under the laws of Nevada.



WHEREAS, Assignor is the owner of the and trademarks, service marks, and trade names (the “Trademarks”), including the applications and registrations listed on **Schedule A**, as well as the goodwill associated with, corresponding to, symbolized by, and embodied in the Trademarks; and

WHEREAS, Assignor wants to assign and Assignee wants to receive all Assignor’s rights, title, and interest in and to the Trademarks, together with the portion of the business to which the Trademarks pertain and any goodwill associated with the Trademarks;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor’s rights, title, and interest in and to the Trademarks and any goodwill associated with the Trademarks. This Assignment includes without limitation: all applications and registrations for the Trademarks; all common law rights for the Trademarks; all related priority rights or claims based on international conventions; all rights to proceeds of the Trademarks, including income, royalties, damages, profits, and payments now or hereafter payable; and the right to take action against third parties for past, present, or future infringement of the Trademarks.
2. Assignor shall execute and deliver any other documents that are necessary and appropriate to effect the terms of this Assignment and establish Assignee’s rights in the Trademarks.
3. This Assignment binds and inures to the benefit of the respective successors and assigns of Assignor and Assignee.

The undersigned have duly executed this Assignment as of the Effective Date.

**ASSIGNOR:**

Queen Lilo LLC

DocuSigned by:  
By: Ben Hancock  
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Name: Ben Hancock  
Title: president










**ASSIGNEE:**

Amazon Technologies, Inc.

DocuSigned by:  
By: Michael Kelly  
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Name: Michael Kelly  
Title: Vice President



## Schedule A:

| No. | Jurisdiction   | Trademark   | Application No.          | Registration No.          | Class |
|-----|----------------|---|--------------------------|---------------------------|-------|
| 1.  | United Kingdom |    | App No.<br>UK00916709552 | Reg. No.<br>UK00916709552 | 18    |
| 2.  | United States  |    | App. No. 87259263        | Reg. No. 5546634          | 18    |
| 3.  | Australia      |    | App. No. 1844270         | Reg. No. 1844270          | 18    |
| 4.  | European Union |    | App. No. 016709552       | Reg. No. 016709552        | 18    |
| 5.  | China          |    | App. No. 24094674        | Reg. No. 24094674         | 18    |
| 6.  | Brazil         |   | App. No. 912780789       | Reg. No. 912780789        | 18    |
| 7.  | Singapore      |  | App. No.<br>40201708495W | Reg. No.<br>40201708495W  | 18    |
| 8.  | Mexico         |  | App. No. 1889128         | Reg. No. N/A<br>(Pending) | 18    |
| 9.  | India          |  | App. No. 3546879         | Reg. No. 1701300          | 18    |

**ASSIGNOR:**

Queen Lilo LLC

DocuSigned by:

By: Ben Hancock

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Name: Ben HancockTitle: President**ASSIGNEE:**

Amazon Technologies, Inc.




DocuSigned by:

By: Michael Kelly

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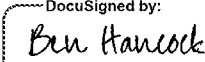
Name: Michael KellyTitle: Vice President

## Schedule A (continued):

| No. | Jurisdiction   | Trademark   | Application No.           | Registration No.          | Class |
|-----|----------------|---|---------------------------|---------------------------|-------|
| 10. | Japan          |  | App. No.<br>2017064178    | Reg. No. 5965254          | 18    |
| 11. | United Kingdom |  | App. No.<br>UK00003230673 | Reg. No.<br>UK00003230673 | 18    |
| 12. | Canada         |  | App. No. 1837278          | Reg. No.<br>TMA1028922    | 18    |

**ASSIGNOR:**

Queen Lilo LLC

By: Name: Ben HancockTitle: President**ASSIGNEE:**

Amazon Technologies, Inc.

By: Name: Michael KellyTitle: Vice President