

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LY Berdichev Corp		05/26/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	LYB Products, LLC		
Street Address:	400 Broadacres Drive, Suite 100		
City:	Bloomfield		
State/Country:	NEW JERSEY		
Postal Code:	07003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	97545117	NIYO	
Serial Number:	97461898	PINK MARINE	
Serial Number:	97504792	BELLA LEORA	
Serial Number:	97495186	WAYWARDSON	
Serial Number:	97461887	ENCHANTED LIVING	
Serial Number:	97358521	SCENTINAL	
Serial Number:	97511484	URBAN SOMBRERO	
Serial Number:	97456874	BLUE ONION	
Serial Number:	90703766	TIPSEE CHEF	
Serial Number:	88854148	URBAN SOMBRERO	
Registration Number:	6582538	FERMOSA	
Registration Number:	5907850	BUDDY'S BEST	
Registration Number:	6193072	PALM NAKI	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergekohn.com		

OP \$340.00 97545117

Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7821.031

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 05/26/2023

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”), dated as of May 26, 2023, is made and entered into by and between LY Berditchev Corp, a New York corporation having an address at 400 Broadacres Drive, Suite 100, Bloomfield, NJ 07003 (the “Assignor”) and LYB Products, LLC, a Delaware limited liability company having an address at 400 Broadacres Drive, Suite 100, Bloomfield, NJ 07003 (the “Assignee”), which is a wholly owned subsidiary of the Assignor.

WHEREAS, the Assignor is the owner of all right, title, and interest in and to the following trademark applications and registered trademarks (collectively, the “Trademarks”):

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	Jurisdiction
NIYO	97545117	Pending	N/A	N/A	U.S.
PINK MARINE	97461898	Pending	N/A	N/A	U.S.
BELLA LEORA	97504792	Pending	N/A	N/A	U.S.
WAYWARDSON	97495186	Pending	N/A	N/A	U.S.
ENCHANTED LIVING	97461887	Pending	N/A	N/A	U.S.
SCENTINAL	97358521	Pending	N/A	N/A	U.S.
URBAN SOMBRERO	97511484	Pending	N/A	N/A	U.S.
BLUE ONION	97456874	Pending	N/A	N/A	U.S.
TIPSEE CHEF	90703766	Pending	N/A	N/A	U.S.
FERMOSA	90494808	Registered	6582538	12/07/21	U.S.
BUDDY'S BEST	88405774	Registered	5907850	11/12/19	U.S.
URBAN SOMBRERO	88854148	Pending	N/A	N/A	U.S.
PALM NAKI	88697498	Registered	6193072	11/10/20	U.S.
BUDDY'S BEST	UK00003836024	Registered	UK00003836024	4/28/23	U.K.

WHEREAS, in connection with the Assignor's formation of the Assignee as a wholly-owned subsidiary of the Assignor, the Assignor and the Assignee have determined that it is mutually desirable for the Assignee to own the Trademarks currently owned by the Assignor;

WHEREAS, the Assignee seeks to monetize and license the Trademarks, including through the design, development and manufacture of products bearing the Trademarks; and

WHEREAS, the Assignee desires to acquire the Trademarks and all the goodwill associated therewith, as well as granting certain licenses to the Trademarks.

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

Section 1. Assignment. The Assignor hereby assigns and transfers to the Assignee all of the Assignor's right, title and interest in and to the following (collectively, the "**Acquired Rights**"):

- (a) the Trademarks and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) 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
- (d) 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.

The Assignor represents and warrants that it owns all right, title, and interest in and to the Acquired Rights. The Assignor is in full compliance with all legal requirements applicable to the Acquired Rights and the Assignor's ownership and use thereof.

Section 2. Recordation and Further Actions. The Assignor hereby authorizes, and will take actions necessary to effect such authorization, the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by the Assignee. From and after the date hereof, each of the Parties shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

Section 3. Counterparts. This Assignment may be executed electronically and in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

Section 5. Governing Law. This 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 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).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

THE ASSIGNOR:

LY Berdichev Corp, a New York corporation

By: *Asher Lax*
Name: *Asher Lax*
Title: *President*

THE ASSIGNEE:

LYB Products, LLC, a Delaware limited liability company

By: LY Berdichev Corp,
sole member

By: *Asher Lax*
Name: *Asher Lax*
Title: *President*

[Signature Page of the Trademark Assignment]