

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blossom Organics, Inc.		08/08/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	High Beauty, Inc.		
Street Address:	406 Talbot Avenue		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95405		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4257995	BLOSSOM ORGANICS	
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:	858-777-5545		
Email:	jamie@justtrademarks.com		
Correspondent Name:	Jamie Shelden		
Address Line 1:	1760-F Airline Highway		
Address Line 2:	PMB 220		
Address Line 4:	Hollister, CALIFORNIA 95023		
NAME OF SUBMITTER:	Jamie Shelden		
SIGNATURE:	/Jamie Shelden/		
DATE SIGNED:	06/07/2023		
Total Attachments: 6			
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OP \$40.00 4257995

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is entered into as of August 8, 2022, by and between High Beauty, Inc., a Delaware corporation (“*Buyer*”), and Blossom Organics, Inc., a California corporation (“*Seller*”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller and Buyer and have entered into that certain Asset Purchase Agreement, dated as of February 4, 2022 (the “*Purchase Agreement*”), pursuant to which Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all right, title and interest in, to and under the Purchased Assets, including the Intellectual Property Assets, free and clear of all Encumbrances other than Permitted Encumbrances, on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, in accordance with the terms of the Purchase Agreement, Seller and Buyer have agreed to enter into this Assignment to effect the sale, assignment, transfer, conveyance and delivery from Seller to Buyer of all right, title and interest in, to and under the Intellectual Property Assets, including that Intellectual Property listed on Exhibit A attached hereto (collectively, the “*Assigned IP Rights*”).

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Seller hereby absolutely, irrevocably and unconditionally sells, transfers, assigns, conveys and delivers to Buyer, and its successors and assigns, forever, without any restrictions, limitations or reservations, all of Seller’s right, title and interest in and to the Assigned IP Rights, free and clear of all Encumbrances except for Permitted Encumbrances, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made, including (i) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (ii) all income, royalties or payments now or hereafter due or payable with respect thereto, and (iii) any and all rights corresponding thereto throughout the world, including rights, interests, claims and demands recoverable in law or equity that Seller has or may have in profits and damages for past, present and future infringements of such Assigned IP Rights, including the right to compromise, sue for and collect such profits and damages, and Buyer does hereby accept assignment of the Assigned IP Rights from Seller.

1.1. Following the Closing, Seller shall, and shall cause its respective affiliates to, from time to time, (i) execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments (including the assignments of registered Intellectual Property Assets in the form attached hereto as Exhibits B for recordation with the appropriate governmental authorities), and (ii) at Buyer’s sole cost and expense, take such further actions, as may be necessary or appropriate to assure fully to Buyer and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Assignment, the Purchase Agreement and the other Transaction Documents and assist Buyer in connection with the prosecution, maintenance or enforcement of any

Intellectual Property Assets as requested by Buyer. Following the Closing, Seller shall, and shall cause its respective affiliates to execute all documents and take all actions as may be reasonably required to transfer and convey ownership of domain names included in the Purchased Assets to Buyer without undue delay and in any case within five (5) business days of Closing.

2. Effect of Assignment. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights, obligations, representations, warranties or agreements of the parties under the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

4. Entire Agreement; Amendments and Waivers. This Assignment (including the schedules and exhibits hereto), the Purchase Agreement, and the other documents to be delivered hereunder and thereunder represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. This Assignment may be amended or modified only by a written amendment executed by Seller and Buyer.

5. Notices. Any notice required in connection with this Assignment shall be given in accordance with the terms of Section 10.02 of the Purchase Agreement.

6. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors and permitted assigns.

7. Severability. If one or more provisions of this Assignment are held to be unenforceable under applicable law, such provision shall be excluded from this Assignment and the balance of the Assignment shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, 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.

[Signature Page Follows]

EXHIBIT A

ASSIGNED IP RIGHTS

Domain Names

- www.blossom-organics.com
- www.blossomorganics.com

[Social Media Sites]

- [_____]

Patents

- None.

Trademarks

- United States Trademark Registration No. 4257995.
- Canadian Trademark Registration No. TMA886237.
- The following specific product names and common law trademarks therein:
 - Natural Moisturizing Lubricant
 - Warm Sensation Lubricant
 - Pure Pleasure Arousal GelWarm Sensation Massage Oil

Other Rights

- FDA 510k Number K130345 and all documentation in respect thereof.
- Formulas to all intimate care products.
- All advertising materials, package designs, trade dress, paper and digital, artwork files, product imagery, and copy in respect to marks, company and product names.

EXHIBIT B

TRADEMARK ASSIGNMENT

WHEREAS, Blossom Organics, Inc., a California corporation (“*Seller*”) and High Beauty, Inc., a Delaware corporation (“*Buyer*”), have entered into that certain Asset Purchase Agreement, dated as of August 8, 2022 (the “*Purchase Agreement*”), pursuant to which Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all right, title and interest in, to and under the trademark registrations and applications listed and described on Schedule B-1 attached hereto (the “*Trademarks*”).

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller makes the following assignment and agrees as follows:

1. Seller hereby irrevocably sells, assigns, transfers and conveys to Buyer, throughout the world and in perpetuity, the entire right, title and interest in and to the Trademarks and the registrations and applications for registration, together with the goodwill of the business symbolized by and appurtenant to the Trademarks and applications or registrations thereof, including without limitation the right to sue for and recover damages for any past, present or future infringement of the Trademarks.

2. Seller covenants that it is the sole owner and assignee and holder of record title to the above-identified Trademarks and any trademark registrations that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

3. Seller warrants unto Buyer and further agrees that Seller will, without demanding any further consideration therefor, at the reasonable request, but at the charge of Buyer, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, maintaining and perfecting Buyer’s rights to the Trademarks.

4. Seller hereby constitutes and appoints Buyer as Seller’s true and lawful attorney in fact, with full power of substitution in Seller’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

BUYER:

HIGH BEAUTY, INC.

By: DocuSigned by: Melissa Jochim
A10A99ECDBC848C...
Name: Melissa Jochim
Title: Chief Executive Officer

SELLER:

BLOSSOM ORGANICS, INC.

By: _____
Name: Ansel Hall
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

BUYER:

HIGH BEAUTY, INC.

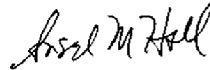
By: _____

Name: Melissa Jochim

Title: Chief Executive Officer

SELLER:

BLOSSOM ORGANICS, INC.



By: _____

Name: Ansel Hall

Title: Chief Executive Officer