

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818638

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/25/2022
RESUBMIT DOCUMENT ID:	900773069

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Onsen Supply LLC		06/20/2023	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	Pattern Brands, LLC
Street Address:	228 Park Avenue S
Internal Address:	PMB 73891
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5321596	ONSEN

CORRESPONDENCE DATA

Fax Number: 8474410911

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.

Phone: 8474419100

Email: pto@nealmcdevitt.com

Correspondent Name: Audra Kemp of Neal & McDevitt, LLC

Address Line 1: 1776 Ash Street

Address Line 4: Northfield, ILLINOIS 60093

ATTORNEY DOCKET NUMBER:	63943.00039
NAME OF SUBMITTER:	Audra Kemp
SIGNATURE:	/audra kemp/
DATE SIGNED:	06/20/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/25/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Onsen Supply LLC		08/25/2022	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Pattern Brands, LLC		
Street Address:	228 Park Avenue S		
Internal Address:	PMB 73891		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5321596	ONSEN	
CORRESPONDENCE DATA			
Fax Number:	8474410911		
<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:	8474419100		
Email:	pto@nealmcdevitt.com		
Correspondent Name:	Audra Kemp of Neal & McDevitt, LLC		
Address Line 1:	1776 Ash Street		
Address Line 4:	Northfield, ILLINOIS 60093		
ATTORNEY DOCKET NUMBER:	63943.00039		
NAME OF SUBMITTER:	Audra Kemp		
SIGNATURE:	/Audra Kemp/		
DATE SIGNED:	05/11/2023		
Total Attachments: 3			
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source=signed_-_Onsen_Supply_LLC_to_Pattern_Brands_LLC_-_NUNC_PRO_TUNC_Trademark_Assignment_Agreem			

OP \$40.00 5321596

**NUNC PRO TUNC
TRADEMARK ASSIGNMENT AGREEMENT**

This NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), is made by Onsen Supply LLC (“**Assignor**”), a Utah limited liability company, located at 5923 West Gable Ridge Court, Highland, Utah 84003, to Pattern Brands, LLC (“**Assignee**”), a Delaware limited liability company, located at 228 Park Avenue S, PMB 73891, New York, New York 10003.

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated **August 25, 2022**, whereby Assignor agreed to convey all assets of Assignor to Assignee, and Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office;

WHEREAS, Assignor owns certain trademarks, including but not limited to the mark depicted in Schedule A attached hereto, together with all common law rights. The common law rights, registration, and all issuances, extensions, and renewals thereof, are collectively referred to as the “**Assigned Trademark**.” Assignee desires to acquire all of Assignor’s right, title and interest in and to the Assigned Trademark.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor irrevocably conveys, transfers, delivers and assigns to Assignee, free and clear of any and all liens and encumbrances, *nunc pro tunc*, now for then, effective as of **August 25, 2022**, (a) all right, title and interest of Assignor in, to and under the Assigned Trademark and all goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark, (b) all past, present and future claims and causes of action arising out of or relating to any infringement, dilution or other violation or impairment of the foregoing, and the right to sue or otherwise recover therefor, (c) all proceeds, including all license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to any of the foregoing, (d) all rights of priority associated with the foregoing, and (e) all other rights accruing thereunder or pertaining thereto throughout the world, the same to be held and enjoyed by Assignee, and its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of record for the Assigned Trademark. Assignor shall take such steps and actions and provide such cooperation and assistance to Assignee 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 Trademark to Assignee, or any assignee or successor thereto. This Assignment and any of the terms contained herein may be amended or

modified by Assignor and Assignee only in writing.

3. Successors and Assigns. This Assignment, when signed by both parties, will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns, each of which will be deemed to be a party hereto for all purposes hereof.

4. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the Execution Date.

ONSEN SUPPLY LLC

By: Shane Monson
Name: Shane Monson
Title: co-founder
Execution Date: 06 / 20 / 2023

PATTERN BRANDS, LLC

By: Nicholas Ling
Name: Nicholas Ling
Title: CEO
Execution Date: 06 / 20 / 2023

SCHEDULE 1

Assigned Trademark

Mark	Registration No.	Registration Date	Goods
ONSEN	5321596	Oct. 31, 2017	Towel sets; Towel sheet; Towels; Towels; Towels made of textile materials; Towels of textile; Bath towels; Children's towels; Cotton towels; Face towels; Face towels of textile; Face towels of textiles; Hand towels; Hand towels of textile; Hand-towels made of textile fabrics; Household linen, including face towels; Japanese cotton towels (tenugui); Large bath towels

Title	Onsen Supply LLC to Pattern Brands LLC - NUNC PRO TUNC...
File name	Onsen Supply LLC ...greement-NMS.docx
Document ID	006a6052442bddbb9d4c2200ddd501058213812c
Audit trail date format	MM / DD / YYYY
Status	✳ Signed

Document History



SENT

06 / 20 / 2023
18:42:18 UTC

Sent for signature to Nicholas Ling (signatory@patternbrands.com) and Shane Monson (monsonshane@gmail.com) from signatory@patternbrands.com
IP: 76.100.180.38



VIEWED

06 / 20 / 2023
18:42:50 UTC

Viewed by Nicholas Ling (signatory@patternbrands.com)
IP: 76.100.180.38



SIGNED

06 / 20 / 2023
18:42:57 UTC

Signed by Nicholas Ling (signatory@patternbrands.com)
IP: 76.100.180.38



VIEWED

06 / 20 / 2023
19:52:39 UTC

Viewed by Shane Monson (monsonshane@gmail.com)
IP: 174.52.145.132



SIGNED

06 / 20 / 2023
19:57:51 UTC

Signed by Shane Monson (monsonshane@gmail.com)
IP: 174.52.145.132



COMPLETED

06 / 20 / 2023
19:57:51 UTC

The document has been completed.