

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Three Letter Limited		07/12/2023	company limited by shares: ANTIGUA AND BARBUDA
RECEIVING PARTY DATA			
Name:	Byborg Enterprises SA		
Street Address:	44, Avenue John F. Kennedy		
City:	Neudorf-Weimershof		
State/Country:	LUXEMBOURG		
Postal Code:	L-1855		
Entity Type:	public limited liability company: LUXEMBOURG		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3122247	SEX.COM	
Registration Number:	3284052	SEX.COM	
Serial Number:	90724162	SEX.COM	
Serial Number:	90724177	SEX.COM	
CORRESPONDENCE DATA			
Fax Number:	2125295132		
<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:	2125295131		
Email:	docket@mkwllp.com		
Correspondent Name:	Mauriel Kapouytian Woods LLP		
Address Line 1:	15 W. 26th Street		
Address Line 2:	7th Floor		
Address Line 4:	New York, NEW YORK 10010		
ATTORNEY DOCKET NUMBER:	10386-6		
NAME OF SUBMITTER:	Emily Sullenberger		
SIGNATURE:	/Emily Sullenberger/		
DATE SIGNED:	07/12/2023		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) effective as of this 12th day of July 2023 (“Effective Date”) is made by and between **Three Letter Limited**, a company limited by shares organized under the laws of Antigua and Barbuda registered with company number IBC 17228 whose registered office is at 2nd Floor Global Commerce Centre, Old Parham Road, St. John’s, Antigua (“Assignor”) and **Byborg Enterprises SA** a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register with number B230421 whose registered office is at 44, Avenue John F. Kennedy, L-1855 Luxembourg (“Assignee”) pursuant to that certain Asset Purchase Agreement between Assignee and Assignor of even date herewith (the “Asset Purchase Agreement”), in connection with which Assignee has become the successor to the portion of Assignor’s business to which the trademarks set forth in the table below pertain, which business is ongoing and existing.

Pursuant to and for the consideration set out in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, the parties hereto agrees as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally, with full title guarantee, assigns to Assignee, all of Assignor’s right, title, and interest in and to the trademark registrations and applications set forth in the table below (the “Trademarks”), along with the goodwill attaching to the Trademarks and to that part of the business that relates to the goods or services for which the Trademarks are registered or used. Assignor further irrevocably and unconditionally assigns to Assignee the right to bring all claims for past, present, and future infringement, dilution, or other violation of the Trademarks, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement, dilution, or other violation as well as the right to grant releases for past violations.

Country	Trademark	Reg. / App No. (if unregistered)	Registration Date	Classes	Status / Next Deadline
EU	SEX.COM	018479522	N/A	5, 9, 10, 18, 21, 25, 35, 38, 41	Partially allowed (classes 25, 35); Partially rejected (classes 5, 9, 10, 18, 21, 38, 41); Under further examination
EU	sex.com	018479523	N/A	5, 9, 10, 18, 21, 25, 35, 38, 41	Partially allowed (classes 25, 35) Partially rejected (classes 5, 9, 10, 18, 21, 38, 41); Under further examination
UK	SEX.COM	UK00003647407	26 Nov. 2021 (effective date: 26 May 2021)	5, 9, 10, 18, 21, 25, 35, 38	Renewal due 26 May 2031
UK	sex.com	UK00003647421	26 Nov. 2021 (effective date: 26 May 2021)	5, 9, 10, 18, 21, 25, 35, 38	Renewal due 26 May 2031
UK	SEX.COM	UK00003691163	3 June 2022 (effective date: 26 May 2021)	41	Renewal due 26 May 2031

Country	Trademark	Reg. / App No. (if unregistered)	Registration Date	Classes	Status / Next Deadline
UK	sex.com	UK00003691167	3 June 2022 (effective date: 26 May 2021)	41	Renewal due 26 May 2031
US	SEX.COM	3122247	1 Aug. 2006	42	Sec. 8 Declaration & Sec. 9 Application for Renewal due between 1 Aug. 2025 - 3 Aug. 2026
US	SEX.COM	3284052	28 Aug. 2007	41	Sec. 8 Declaration & Sec. 9 Application for Renewal due between 28 Aug. 2026 - 30 Aug. 2027
US	SEX.COM	90724162	N/A	5, 9, 10, 18, 21, 25, 35	Allowed; second extension of time to file Statement of Use filed 6 July 2023; Statement of Use or third request for extension of time due 9 Feb. 2024
US	sex.com	90724177	N/A	5, 9, 10, 18, 21, 25, 35, 38, 41	Allowed; second extension of time to file Statement of Use filed 6 July 2023; Statement of Use or third request for extension of time due 9 Feb. 2024

2. Further Assurances. Assignor will take all actions and execute all documents as Assignee may reasonably request to: (a) effectuate the above transfer to Assignee of the Trademarks, and the vesting of complete and exclusive ownership in Assignee of the Trademarks; and (b) provide Assignee with evidence of Assignor's rights in the Trademarks in any judicial, opposition, or other proceedings in respect of the Trademarks.


3. Miscellaneous. This Assignment may be executed by the parties on any number of separate counterparts, by facsimile or email, and all of those counterparts taken together will be deemed to constitute one and the same instrument. This Assignment, together with the Asset Purchase Assignment, constitutes the entire Assignment between the parties and supersedes all prior oral and written negotiations, communications, discussions, and correspondence pertaining to the subject matter of this Assignment.

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The Parties have executed this Agreement in counterparts on the date first above written.

Three Letter Limited



Steven Craven [Jul 12, 2023 18:36 GMT+1]

Steven J. Craven, Authorized Signatory

Byborg Enterprises S.A.


Karoly Papp [Jul 12, 2023 20:05 GMT+2]

Karoly Papp, Director


Julianna Adam [Jul 12, 2023 20:38 GMT+2]

Julianna Adam, Director