

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bliss Products Holdings, LLC		07/12/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Bliss Trademark Holdings, LLC		
Street Address:	42 West 39th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5192731	BLISS	
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:	2125001515		
Email:	pto@sillscummis.com		
Correspondent Name:	Stanley Seuradge		
Address Line 1:	101 Park Avenue		
Address Line 4:	New York, NEW YORK 10178		
NAME OF SUBMITTER:	Stanley Seuradge		
SIGNATURE:	/StanleySeuradge/		
DATE SIGNED:	07/13/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made as of this 12th day of July, 2023 (the "Effective Date"), by and between BLISS PRODUCTS HOLDINGS, LLC, a Florida limited liability company having its principal place of business at 145 S. Fairfax Avenue, Suite 400, Los Angeles, CA 90036 (the "*Assignor*"), and BLISS TRADEMARK HOLDINGS, LLC a Delaware limited liability Company having a principal place of business at 42 West 39th Street, New York, New York 10018 (the "*Assignee*").

WITNESSETH:

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the registered trademarks, service marks, applications therefor and trade names and all other common law trademarks, service marks, trade dress and trade names owned or used by Assignor in connection with its business including the registered trademarks and pending applications in the United States, as well as trademarks registered and pending applications outside of the United States, as set forth on the attached Schedule A (the "*Assigned Trademarks*");

WHEREAS, Assignee and Assignor are parties to that certain Trademark Purchase Agreement dated as of February 28th, 2023 (the "*Purchase Agreement*"), pursuant to which, among other things, Assignor agreed to assign, transfer and deliver to Assignee, all of Assignor's right, title and interest in, to and under certain "Assigned Trademarks" as defined in the Purchase Agreement and which are deemed to include the Assigned Trademarks as defined and set forth herein, including all common law rights therein, together with the goodwill of the business that is connected and/or associated with the use of, and symbolized by the Assigned Trademarks; and

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby contributes, sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Assigned Trademarks, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Assigned Trademarks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assigned Trademarks, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

1. Use of Assigned Trademarks. Assignor, as of the Effective Date, agrees to cease using the Assigned Trademarks, except as may specifically be provided in a separate license agreement (if any) from time to time, and further agrees, without further consideration, to cause to

be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

2. Further Assurances. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest good title to the Trademarks to and in the Assignee in any jurisdiction, and to otherwise implement and carry out the purposes and intent of the Purchase Agreement, consistent with its terms.

3. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Purchase Agreement, including, without limitation, to execute and deliver all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

4. Purchase Agreement. This Assignment is executed to implement and not to modify, enlarge or restrict any of the relative rights and obligations of Assignor or Assignee under the Purchase Agreement. Nothing contained herein shall be deemed in any way to supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, exceptions, disclosures, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

5. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor and Assignee.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

8. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

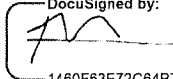
9. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Assignment and to record and/or register Assignee as the assignee and owner of the Trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, to be executed in their respective names by their duly authorized representatives as of the date first set forth above.

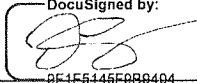
ASSIGNOR:

BLISS PRODUCTS HOLDINGS, LLC

By: 
1460F63E72C6487
Name: Ralph Azrak
Title: Manager

ASSIGNEE:

BLISS TRADEMARK HOLDINGS, LLC

By: 
0F4F5445F089404
Name: Joseph Shamah
Title: Authorized Person

[Signature page to Trademark Assignment]

Schedule A

Assigned Trademarks

Mark	Country	Class	Registration No.	Registration Date
bliss	U.S.	25	5192731	April 25, 2017