

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUUP, LLC		07/14/2023	Limited Liability Company: CALIFORNIA
CUUP, Inc.		07/14/2023	Corporation:
RECEIVING PARTY DATA			
Name:	FullBeauty Brands Operations, LLC		
Street Address:	2300 Southeastern Avenue		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46201		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6180524	CUUP	
Registration Number:	6190328	WE SUPPORT YOU	
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:	317.266.3760		
Email:	jmcfarland@fbbrands.com		
Correspondent Name:	Joshua A. McFarland		
Address Line 1:	2300 Southeastern Avenue		
Address Line 4:	Indianapolis, INDIANA 46201		
NAME OF SUBMITTER:	Joshua A. McFarland		
SIGNATURE:	/Joshua A. McFarland/		
DATE SIGNED:	07/17/2023		
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment") is hereby entered into on July 14, 2023 (the "Effective Date"), by, between, and among Cuup (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of CUUP, Inc. (collectively, "Assignor"), and FallBeauty Brands Operations, LLC, an Indiana limited liability company ("Assignee"). This Assignment is being entered into in connection with the Asset Purchase Agreement (the "Purchase Agreement"), dated as of July 14, 2023, by and between Assignor and Assignee.

1. Assignor hereby irrevocably sells, transfers, assigns and delivers to Assignee, and Assignee hereby accepts the sale, transfer, assignment and delivery of all of Assignor's right, title and interest in, to and under, all of the following (hereafter collectively referred to as "Assigned Intellectual Property"):

(i) the entire worldwide right, title and interest of Assignor in and to each and all patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said patents and applications, including but not limited to those set forth in Schedule A hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, requests for continuing examinations or continuing prosecution applications, design registrations, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringements, dilutions, misappropriations of, or other conflicts with, any of said patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment set forth in this Assignment had not been made;

(ii) the full and complete right to file patent applications in the name of the Assignee, at the Assignee's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world;

(iii) the entire right, title and interest of Assignor in and to any patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;

(iv) the CUUP Marks, and any and all Trademark and servicemark rights throughout the world, including any and all applications, registrations, and common law marks, whether registered or not, together with the goodwill of the business connected with the use thereof, associated with or symbolized by same, held by Assignor, including but not limited to those

set forth on Schedule B hereto, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringements, dilutions, misappropriations of, or other conflicts with of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(v) any and all internet domain name registrations and social media accounts throughout the world held by Assignor, including but not limited to those set forth on Schedule C hereto;

(vi) any and all Copyrights throughout the world, including any and all applications, registrations, and like protections, whether registered or not, whether published or unpublished, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringements, dilutions, misappropriations of, or other conflicts with of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(vii) any and all trade secret rights, including rights Assignor may have under the laws governing confidential information or rights in law to prevent the unauthorized use or disclosure of such information;

(viii) the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement, dilution, misappropriation of, or other conflicts with of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made; and

(ix) all Intellectual Property relating to the Business, including such software (excluding, for the avoidance of doubt, any third party software), designs, product catalogs and promotional materials.

2. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Assignor in, to and under the Assigned Intellectual Property, including all worldwide right, title and interest of Assignor in, to and under the Assigned Intellectual Property, together with the right of Assignor to claim priority in all countries in accordance with international law, any and all rights of Assignor corresponding to said Assigned Intellectual Property in countries throughout the world, and all of Assignor's rights to sue for past, present or future infringement of said Assigned Intellectual Property worldwide together with all claims for damages by reason of past, present or future infringement, dilution, misappropriations of, or other conflicts with, said Assigned Intellectual Property, the right to sue for and collect the same for Assignee's own use and enjoyment, all rights to collect income, royalties, profits, and proceeds of said Assigned Intellectual Property, and any and all corresponding rights that, now or hereafter, may be secured throughout the world with respect to said Assigned Intellectual Property, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been

held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes and requests the United States Patent and Trademarks Office and any other applicable Governmental Body in any other jurisdiction to issue said Assigned Intellectual Property in accordance with this Assignment.

3. Assignor represents and warrants that Assignor has made no other agreements establishing any other encumbrances, liens, security interests, or third-party interests on or to the Assigned Intellectual Property, and that Assignor has full and complete authority to make this Assignment.

4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

6. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

7. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

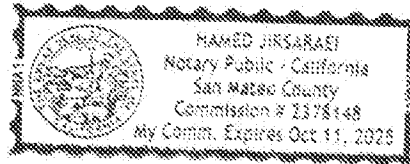
On 07/14 / 2023 before me, Hamed Jirsaraei, Notary Public, personally appeared

Michael A Mady

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

The acknowledgment contained within this document is in accordance with California law. Any certificate of acknowledgment performed within the State of California shall use the preceding wording pursuant to Civil Code section 1189. An acknowledgment cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. In addition, the correct notarial wording can only be signed and sealed by a notary public. The seal and signature cannot be affixed to a document without the correct notarial wording.

DESCRIPTION OF ATTACHED DOCUMENT

Intellectual Property Assignment Agreement
(Title of document)

Number of Pages: 59 (including acknowledgment)

Document Date _____

CAPACITY CLAIMED BY SIGNER

Individual

Corporate Officer

Partner

Attorney-In-Fact

Trustee

Other: _____

SCHEDULE A

Patents

Title	App. No.	App. Date	Patent No.	Issue Date	Owner
OVAL RING SLIDER	29/703,559	08/28/2019	D963517	09/13/2022	CUUP, Inc.

SCHEDULE B

Trademarks

Trademark List for CUUP, Inc. as of May 28, 2023									
WGS Reference	Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class(es)	Owner
F0805 200004100	CUUP	Austria	Registered	1954869	26-Mar-2018	1844988	26-Mar-2018	18 Int., 25 Int.	CUUP, Inc.
F0805 200004100	CUUP	Czech	Published	1909980	27-Mar-2018			09 Int., 14 Int., 18 Int., 25 Int.	CUUP, Inc.
F0805 200004200	CUUP	China (People's Republic)	Registered	1422241	26-Mar-2018	1422241	26-Mar-2018	18 Int., 25 Int.	CUUP, Inc.
F0805 200004201	CUUP	China (People's Republic)	Registered	2699688	26-Mar-2018	2699688	07-Jun-2022	18 Int.	CUUP, Inc.
F0805 200004202	CUUP	China (People's Republic)	Pending	3669689	26-Mar-2018			25 Int.	CUUP, Inc.
F0805 200004300	CUUP	European Union (Cross-border)	Registered	1422241	26-Mar-2018	1422241	26-Mar-2018	18 Int., 25 Int.	CUUP, Inc.
F0805 200004301	CUUP	India	Registered	1422241	26-Mar-2018	1422241	26-Mar-2018	18 Int., 25 Int.	CUUP, Inc.
F0805 200004302	CUUP	Int'l Registration - Madrid Protocol Only	Registered	40674589	26-Mar-2018	1422241	26-Mar-2018	18 Int., 25 Int.	CUUP, Inc.
F0805 200004303	CUUP	Japan	Registered	1422241	26-Mar-2018	1422241	26-Mar-2018	18 Int., 25 Int.	CUUP, Inc.
F0805 200004304	CUUP	Korea, Republic of	Registered	1422241	26-Mar-2018	1422241	26-Mar-2018	18 Int., 25 Int.	CUUP, Inc.
F0805 200004305	CUUP	United Kingdom	Registered	1422241	26-Mar-2018	61422144	26-Mar-2018	07 Int., 14 Int., 18 Int., 25 Int.	CUUP, Inc.
F0805 200004306	CUUP	United States of America	Registered	87024648	27-Sep-2017	6180524	20-Jun-2020	18 Int., 25 Int.	CUUP, Inc.
F0805 200004308	CUUP	Vietnam	Registered	1422241	26-Mar-2018	1422241	26-Mar-2018	18 Int., 25 Int.	CUUP, Inc.
F0805 000011800	WILKINPOPT VCU	United States of America	Registered	18070960	03-Aug-2018	6190128	01-Nov-2020	25 Int.	CUUP, Inc.

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CUUP BODY TALK Registered as No. TMA1099081 on Apr. 28, 2021 / Filed as No. 1983115 on Aug. 30, 2019

BODY TALK Abandoned Mar. 9, 2021 / Filed as No. 1983115 on Aug. 30, 2019

CUUP Registered as No. TMA1091696 on Jan. 15, 2021 / Filed as No. 1890390 on Mar. 27, 2018

Australia

CUUP BODY TALK Abandoned Jan. 11, 2021 / Filed as No. 2034036 on Aug. 30, 2019

BODY TALK Abandoned Jan. 11, 2021 / Filed as No. 2034035 on Aug. 30, 2019

CUUP Registered as No. 1954999 on Mar. 26, 2018 (filing date)

New Zealand

CUUP BODY TALK Abandoned Dec. 1, 2020 / Filed as No. 1129068 on Aug. 30, 2019

BODY TALK Abandoned Dec. 1, 2020 / Filed as No. 1129066 on Aug. 30, 2019

Europe

BODY TALK Registered as No. 018118793 on Feb. 29, 2020 / Filed on Mar. 9, 2019

CUUP BODY TALK Registered as No. 018118794 on Feb. 29, 2020 / Filed on Mar. 9, 2019

United Kingdom

CUUP BODY TALK Registered as No. 3425945 on Jan. 24, 2020 / Filed on Sept. 4, 2019

Also registered as 918118794 on Feb. 29, 2020 / Filed on Sept. 3, 2019

BODY TALK Registered as No. 3425943 on Jan. 17, 2020 / Filed on Sept. 4, 2019

Also registered as No. 918118793 on Feb. 29, 2020 / Filed on Sept. 3, 2019

CUUP Registered as No. 801422241 on July 4, 2019 / Filed on Mar. 26, 2018

SCHEDULE C

Domain Names

Domain Name	Registrant Name	Registrar	Expiration Date
Shopcuup.com	Domains By Proxy, LLC	GoDaddy.com, LLC	1/25/2024
Shopcuup.co	Domains By Proxy, LLC	GoDaddy.com, LLC	8/21/2023
The-cuup.com	Domains By Proxy, LLC	GoDaddy.com, LLC	9/27/2023
Shop-cuup.com	Domains By Proxy, LLC	GoDaddy.com, LLC	9/20/2023
Shop-cuup.co.uk	REDACTED FOR PRIVACY	GoDaddy.com, LLC	9/20/2023
Cuup.co	REDACTED FOR PRIVACY	GoDaddy.com, LLC	4/24/2025

Social Media Handles

- @cuup
- @shopCUUP
- @shop_cuup

SCHEDULE D

Copyrights

All Copyrights owned by the Seller to the extent they relate to the Inventory or any products of the Business