

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARIPOSA PRODUCTS CORP.		07/12/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Michael Santoni		
Doing Business As:	DBA Momentum		
Street Address:	12405 Venice Blvd., #338		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90066		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1824054	MARIPOSA	
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>			
Email:	trademark@raklaw.com		
Correspondent Name:	Irene Y. Lee		
Address Line 1:	12424 Wilshire Blvd, 12th fl.		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	3381-US1		
NAME OF SUBMITTER:	Adam Kummins		
SIGNATURE:	/Adam Kummins/		
DATE SIGNED:	07/26/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of July 12, 2023 by and between Mariposa Products Corp., a New York corporation, having a place of business in New York ("Assignor") and Michael Santoni, a United States citizen dba Momentum, having a place of business in California ("Assignee").

RECITALS

A. Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and trade names listed in Schedule "A" attached hereto and their respective applications and registrations therefor and the goodwill appertaining thereto (hereinafter the "Marks");

B. Assignee desires to acquire Assignor's entire right, title, and interest in and to the Marks, together with the goodwill of the business connected with the use of, and symbolized by, the Marks;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT

1. Assignment. NOW THEREFORE, for good and valuable consideration, including payment of ten thousand dollars (\$10,000), the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, Assignor's entire right, title, and interest in and to the Marks and the registrations therefor, together with: (1) the goodwill of the business appertaining thereto; (2) all income, royalties, damages and any other monetary benefits due or payable to Assignor with respect to any of the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of any of the Marks; (3) all rights to sue for past, present, and future infringements or misappropriations of any of the Marks; and (4) any and all privileges and immunities concerning the Marks, including without limitation attorney-client privilege and attorney work product immunity concerning the Marks.

2. Representations and Warranties of Assignor. Assignor makes the following material representations and warranties upon which Assignee relies in entering into this Agreement:

2.1 The execution and the delivery of this Agreement by Assignor and the performance and consummation of the transactions contemplated hereunder by Assignor will not (i) breach any law or order to which Assignor is subject or any provision of any of Assignor's organizational documents, (ii) breach any contract, order, or permit to which Assignor is a party or by which Assignor is bound or to which any of the Marks is subject, or (iii) require any consent of any third party or governmental or regulatory entity.

2.2 Assignor is the sole and exclusive owner of the Marks, and has not assigned, sold, licensed, pledged or otherwise transferred any rights or created any security interest in any of the Marks, or otherwise encumbered, diminished, or impaired its rights in and to any of the Marks.

2.3 There have been no actions, claims, proceedings, or investigations pending or threatened against or involving any of the Marks or Assignor's ownership therein.

2.4 Assignor first used the Marks in commerce in connection with cosmetics, namely, lip pencils and eye pencils (the "Goods") at least as early as January 2, 1960 and has used the Marks in commerce in connection with all of the Goods continuously since then.

2.5 The Assignor never intended to abandon its rights to the Marks.

2.6 Assignor agrees to execute any further papers as may be necessary and proper to vest full title in and to the Marks and other corresponding rights in the Assignee and its assigns and successors.

2.7 Assignor hereby consents to the recordation of this assignment in the territories listed in Schedule "A" and any other territories as appropriate.

IN WITNESS WHEREOF, this Trademark Assignment is entered effective July 12, 2023.

ASSIGNOR

Mariposa Products Corp.

By: Robert J. Palinkas

Name: Robert J. Palinkas

Title: President

ASSIGNEE

Michael Santoni dba Momentum

By: Michael Santoni

Name: Michael Santoni

Title: Owner

Schedule A

Marks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
MARIPOSA	74/408322	July 2, 1993	1824054	March 1, 1994

Trade Name and Common Law Rights

MARIPOSA