

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM838779

|   |                                     |                              |  |
|---|-------------------------------------|------------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                              |  |
| <b>NATURE OF CONVEYANCE:</b>  | NUNC PRO TUNC ASSIGNMENT            |                              |  |
| <b>EFFECTIVE DATE:</b>  | 07/24/2023                          |                              |  |
| <b>CONVEYING PARTY DATA</b>   |                                     |                              |  |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b>        | <b>Entity Type</b>                     |
| Miracle Brand LLC   |                                     | 08/16/2023                   | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                     |                              |  |
| <b>Name:</b>  | Pattern Brands, LLC                 |                              |  |
| <b>Street Address:</b>  | 228 Park Ave S, PMB73891            |                              |  |
| <b>City:</b>  | New York                            |                              |  |
| <b>State/Country:</b>   | NEW YORK                            |                              |  |
| <b>Postal Code:</b>   | 10003                               |                              |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE |                              |  |
| <b>PROPERTY NUMBERS Total: 4</b>  |                                     |                              |  |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>             |  |
| <b>Registration Number:</b>   | 7039778                             | MIRACLE MADE                 |  |
| <b>Registration Number:</b>   | 6506076                             | MIRACLE MADE                 |  |
| <b>Serial Number:</b>   | 97601937                            | MIRACLE CLEAN & COOL         |  |
| <b>Serial Number:</b>   | 97931696                            | 3-TEMPERATURE-ZONE COMFORTER |  |
| <b>CORRESPONDENCE DATA</b>  |                                     |                              |  |
| <b>Fax Number:</b>  |                                     |                              |  |
| <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> |                                     |                              |  |
| <b>Phone:</b>   | 8474419100                          |                              |  |
| <b>Email:</b>   | pto@nealmcdevitt.com                |                              |  |
| <b>Correspondent Name:</b>  | Audra Kemp                          |                              |  |
| <b>Address Line 1:</b>  | 1776 Ash Street                     |                              |  |
| <b>Address Line 4:</b>  | Northfield, ILLINOIS 60093          |                              |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 63943.00046                         |                              |  |
| <b>NAME OF SUBMITTER:</b>   | Audra Kemp                          |                              |  |
| <b>SIGNATURE:</b>   | /audra kemp/                        |                              |  |
| <b>DATE SIGNED:</b>   | 09/12/2023                          |                              |  |

OP \$115.00 7039778

**Total Attachments: 4**

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## NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (“**Assignment**”) is made by Miracle Brand LLC, a Delaware limited liability company (“**Assignor**”), to Pattern Brands, LLC, a Delaware limited liability company with an address of 228 Park Ave S, PMB73891 New York, New York 10003 (“**Assignee**”). Assignor and Assignee acknowledge receipt and sufficiency of good and valuable consideration and agree as follows:

**1. Background and Purpose of Assignment.** Assignor and Assignee entered into an Asset Purchase Agreement (“**APA**”) dated July 24, 2023, whereby Assignor agreed to convey certain assets of Assignor to Assignee. Assignor owns certain trademarks, including but not limited to those set forth on Schedule A attached and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, together with all common law rights therein and renewals thereof, collectively referred to as the “**Assigned Marks**.” To effectuate the conveyances contemplated by the APA, Assignee and Assignor desire that Assignor assign directly to Assignee all of Assignor’s right, title and interest in and to the Assigned Marks.

**2. Assignment of Rights.** Assignor does hereby transfer, assign, convey and deliver to Assignee, free and clear of any and all liens and encumbrances, *nunc pro tunc*, now for then, effective as of July 24, 2023, (a) all right, title and interest of Assignor in, to and under the Assigned Marks, together with all goodwill of the business connected with the use of and symbolized by the Assigned Marks, (v) 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 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.

**3. Authorization.** Assignor hereby authorizes and requests that the Commissioner for Trademarks record Assignee as the assignee and owner of record for the Assigned Marks.

**4. General.** This Assignment will be, when signed by both parties, binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignor and Assignee only in writing. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Space below intentionally left blank – signature page follows.]

Intending to be legally bound, Assignor and Assignee have executed this Assignment, through their authorized representatives, to be effective on the date below.

**Miracle Brand LLC**

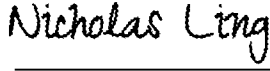
  
\_\_\_\_\_  
Signature

Victor Mathieux  
\_\_\_\_\_  
Printed name

CEO  
\_\_\_\_\_  
Title

08 / 16 / 2023  
\_\_\_\_\_  
Date

**Pattern Brands, LLC**

  
\_\_\_\_\_  
Signature

Nicholas Ling  
\_\_\_\_\_  
Printed name

CEO  
\_\_\_\_\_  
Title

08 / 11 / 2023  
\_\_\_\_\_  
Date

[Signature page – Nunc Pro Tunc Trademark Assignment]

**SCHEDULE A**  
**ASSIGNED MARKS**

**Trademark Applications and Registrations**

| Country | Mark                         | Serial No. | Reg. No. | Class/Goods                                  |
|---------|------------------------------|------------|----------|--|
| U.S.    | MIRACLE MADE                 | 97006992   | 7039778  | Class 003: Laundry Detergent                 |
| U.S.    | MIRACLE MADE                 | 90240407   | 6506076  | Class 024: Bath Linen, Bed Linen             |
| U.S.    | MIRACLE CLEAN & COOL         | 97601937   |          | Class 024: Bath Linen, Bed Linen             |
| U.S.    | 3-TEMPERATURE-ZONE COMFORTER | 97931696   |          | Class 024: Bath Linen, Bed Linen, Comforters |

**Common Law Marks**

MIRACLE

MIRACLE MADE

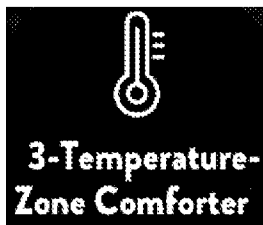
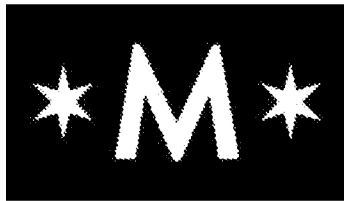
MIRACLE CLEAN & COOL

3-TEMPERATURE-ZONE COMFORTER

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CLEAN & COOL



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