

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM836435

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900795015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Inspired Licensing LLC		09/20/2022	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kravet Inc.		
<b>Street Address:</b>	250 Crossways Park Drive		
<b>City:</b>	Woodbury		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11797		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5105680	INSPIRED BY KRAVET	
<b>Registration Number:</b>	5027938	KK	
<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>	202.739.3000		
<b>Email:</b>	amy.nguyen@morganlewis.com		
<b>Correspondent Name:</b>	Amy Nguyen, Paralegal		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	110290-0001		
<b>NAME OF SUBMITTER:</b>	Amy Nguyen		
<b>SIGNATURE:</b>	/Amy Nguyen/		
<b>DATE SIGNED:</b>	09/01/2023		
<b>Total Attachments: 8</b>			
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AFFIDAVIT

I, Nicole Eisenberg, am the Senior Vice President & General Counsel of Kravet Inc., a Delaware Corporation ("Kravet"). I am authorized to make this statement on behalf of Kravet.

Kravet was the sole member of now dissolved New York Limited Liability Company, Inspired Licensing, LLC ("Inspired Licensing"), owning 100% of Inspired Licensing up to and including on the date of the dissolution of Inspired Licensing, September 20, 2022.

I hereby certify that Inspired Licensing, assigned all rights in all trademarks it owned at the time of its dissolution to Kravet by operation of New York Law NY LLCL § 704, which stipulates that upon the winding up of a limited liability company ("LLC"), the assets of the LLC are distributed as follows: (a) to creditors; (b) except as provided in the operating agreement, to members and former members in satisfaction of liabilities for distributions; and (c) except as provided in the operating agreement, *to members first for the return of their contributions, to the extent not previously returned*, and second respecting their proportionate membership interests. (Emphasis added).

As Inspired Licensing had no creditors at the time of dissolution and, per the attached Operating Agreement, Kravet was the sole member owning 100% of Inspired Licensing, Kravet was assigned all rights in the trademarks owned in the name of Inspired Licensing at the time of dissolution by operation of law, including but not limited to the following two marks registered with the USPTO:

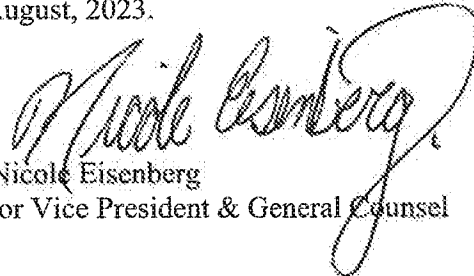
INSPIRED BY KRAVET (Reg. No. 5,105,680); and



(Reg. No. 5,027,938).

Signed under the penalties of perjury this 17 day of August, 2023.

By:

  
Nicole Eisenberg

Senior Vice President & General Counsel

ARTICLES OF DISSOLUTION  
OF  
INSPIRED LICENSING LLC  
UNDER  
SECTION 705 OF THE LIMITED LIABILITY COMPANY LAW

- FIRST: The name of the limited liability company is **INSPIRED LICENSING LLC**.
- SECOND: The date of filing of its Articles of Organization is February 4, 2015.
- THIRD: The event giving rise to the filing of the Articles of Dissolution is the vote or written consent of a majority in interest of the members of the limited liability company.

IN WITNESS WHEREOF, the undersigned has executed and signed these Articles of Dissolution this September 20, 2022.

  
\_\_\_\_\_  
Lisa Kravet, co-Manager  
INSPIRED LICENSING LLC

D:F438-1842

Filed with the NYS Department of State on 09/27/2022

Filing Number: 220927002483 DOS ID: 47

**TRADEMARK**  
**REEL: 008199 FRAME: 0071**

ARTICLES OF DISSOLUTION  
OF  
INSPIRED LICENSING LLC  
UNDER  
SECTION 705 OF THE LIMITED LIABILITY COMPANY LAW

Filed By:

FREDERIC N. BRUCKNER, P.C.  
1500 RXR PLAZA-WEST TOWER  
UNIONDALE, NY 11556

D:F438-1842

Filed with the NYS Department of State on 09/27/2022  
Filing Number: 220927002483 DOS ID: 47

**TRADEMARK**  
**REEL: 008199 FRAME: 0072**

**OPERATING AGREEMENT  
OF  
INSPIRED LICENSING LLC**

This Operating Agreement dated **FEBRUARY 4, 2015**, effective as of **FEBRUARY 4, 2015**, by and among the Members whose signatures appear on the signature page hereof and the Company.

**I.  
RECITALS**

1. **ARTICLES OF ORGANIZATION** for **INSPIRED LICENSING LLC** were filed with the Secretary of State of **NEW YORK** on **FEBRUARY 4, 2015**.

**II.  
DEFINITIONS**

2. The following terms to the extent used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein);

(a) **“Act”** shall mean the **NEW YORK** Limited Liability Company Act.

(b) **“Company”** shall refer to **INSPIRED LICENSING LLC**.

(c) **“Manager”** shall mean one or more managers. Specifically, **“Manager”** shall mean **CARY KRAVET** and **LISA KRAVET** or the survivor thereof or any other person or persons that succeeds them in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

(d) **“Ownership Percentages”** shall mean:

<b>Members</b>	<b>Ownership Percentage</b>
<b>KRAVET INC.</b>	<b>100%</b>
<b>TOTAL</b>	<b>100%</b>

(e) **“State”** shall mean **NEW YORK**.

**III.  
FORMATION OF COMPANY**

3. **Formation.** On **FEBRUARY 4, 2015**, a **NEW YORK** Limited Liability Company was organized by executing and delivering **ARTICLES OF ORGANIZATION** to the Secretary of State in accordance with and pursuant to the Act.

4. **Name.** The name of the Company is **INSPIRED LICENSING LLC**.

5. **Principal Place of Business.** The Company may locate its principal place of business at any place or places as it may from time to time deem advisable.

6. **Term.** The Company shall continue in existence until it terminates in accordance with the provisions of the **NEW YORK** Act, **ARTICLES OF ORGANIZATION** or by this Operating Agreement.

**IV.**  
**BUSINESS OF COMPANY**

7. **Permitted Businesses.** The business of the Company shall be to exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the **NEW YORK** Act and to engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

**V.**  
**NAMES AND ADDRESSES OF MEMBERS**

8. The names and addresses of the sole Member is as follows:

<b>Member</b>	<b>Address</b>
<b>KRAVET INC.</b>	<b>225 CENTRAL AVENUE SOUTH BETHPAGE, NY 11714</b>

**VI.**  
**RIGHTS AND DUTIES OF MANAGERS**

9. **Management**

(a) **In General.** The business and affairs of the Company shall be managed by the Manager. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by non-waivable provisions of applicable law, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

(b) **Only Manager Has Power To Bind Company.** No attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the previous sentence.

(c) **Two or More Managers.** Notwithstanding anything to the contrary contained in this Operating Agreement, at any time when there is more than one Manager, (i) any one Manager may take any action permitted to be taken by the Managers and (ii) instruments of any kind including, but not limited to, any check, order, demand, assignment, transfer, deed, mortgage, contract, authorization, proxy, consent, notice, waiver, or limited or general power of attorney need be executed by only one Manager and, when so executed, shall be fully binding as if executed by all of the Managers.

10. **Number.**

(a) The number of Managers of the Company shall be initially fixed at **TWO**.

(b) The number of Managers of the Company may be changed, at any time and from time to time, by the sole Member, but in no instance shall there be less than one Manager.

11. **Certain Powers of Manager.** In furtherance of the above, the Manager shall have power and authority, on behalf of the Company:

(a) To acquire property from any person as the Manager may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such person shall not prohibit the Manager from dealing with that person;

(b) To borrow money for the Company from banks, other lending institutions, the Manager, any Member or any other party on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager;

(c) To sell, exchange, lease, mortgage, pledge or otherwise dispose of or transfer any, substantially all, or all of the assets of the Company;

(d) To approve a merger or consolidation of the Company with or into another limited liability company or foreign limited liability company;

(e) To execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents deemed by any Manager acting hereunder as necessary or appropriate in connection with any of the foregoing or to the business of the Company;

(f) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(g) To employ (i) one or more appropriately qualified investment management consultants to assist in creating and maintaining the standards of modern portfolio management and (ii) one or more portfolio managers to handle the day-to-day buy, sell, or hold decisions over a portfolio; and to compensate any such consultant or portfolio manager from Company funds;

(h) To enter into any and all other agreements on behalf of the Company, with any other person for any purpose, in such forms as the Manager may approve; and

(i) To do and perform all other acts as may be necessary or appropriate in the ordinary conduct of the Company's business.

12. **Indemnity of the Manager.**

(a) **In General.** Subject to the provisions set forth in subparagraph (b), the Company shall indemnify, defend and hold the Manager harmless from and against the following:

(i) Any and all losses, liabilities, tax consequences, demands, claims and expenses, attorneys' fees and damages (including, but not limited to, consequential, incidental, special or exemplary damages) incurred or paid by the Manager arising out of any claims except those alleging improper behavior on the part of the Manager ("Improper Behavior") as follows:



(A) The Manager knowingly and in bad faith violated the law of the State, committed acts that were the result of active and deliberate dishonesty, or personally gained a financial profit or other advantage to which the Manager was not legally entitled, and

(B) The Manager's actions directly caused the damages allegedly suffered by such claimant.

The presumption shall be that no acts taken by the Manager shall constitute Improper Behavior for purposes of this subparagraph until a final determination of such Improper Behavior in a court of law by clear and convincing evidence shall be rendered.

(ii) The defense or enforcement of this indemnification provision.

(b) **Exception.** Notwithstanding anything to the contrary contained in subparagraph (a), the rights of the Manager to receive (i) indemnification, and the amount of such indemnification, and/or (ii) advances for expenses, and the amount of such advances for expenses, shall not be less than that allowed to the maximum extent permitted under the Act in the event that the protection afforded the Manager under the Act is greater than the protection afforded the Manager in accordance with the provisions set forth in subparagraph (a).

## VII.

### RIGHTS AND OBLIGATIONS OF MEMBERS

13. **Limitation of Liability.** Except as provided by the nonwaivable provisions of the Act and by this Operating Agreement, no Member shall be liable for an obligation of the Company solely by reason of being or acting as a Member.

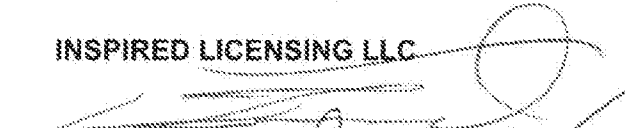
The undersigned hereby agree, acknowledge and certify that the foregoing Operating Agreement constitutes the Operating Agreement of **INSPIRED LICENSING LLC** adopted by the Members of the Company effective as of the date set forth above.

KRAVET INC.

  
CARY KRAVET, President

INSPIRED LICENSING LLC

by:

  
CARY KRAVET, Manager

by:

  
LISA KRAVET, Manager

D:F438-1238B



# Document: Limited Liability Company Law § 704. Distribution of assets, NY CLS LLC § 704

Home / Business Entities / Limited Liability Companies / Operating Agreement and Ownership Interests / Document



## Limited Liability Company Law § 704. Distribution of assets, NY CLS LLC § 704

### Summary

Upon the winding up of a limited liability company, the assets shall be distributed as follows:

- (a) to creditors, including members who are creditors, to the extent permitted by law, in satisfaction of liabilities of the limited liability company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to members and former members under section five hundred seven or section five hundred nine of this chapter;
- (b) except as provided in the operating agreement, to members and former members in satisfaction of liabilities for distributions under section five hundred seven or section five hundred nine of this chapter; and
- (c) except as provided in the operating agreement, to members first for the return of their contributions, to the extent not previously returned, and second respecting their membership interests, in the proportions in which the members share in distributions in accordance with section five hundred four of this chapter.

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