

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM849001

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Turn On Products Inc.		10/20/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Daniel M. Friedman & Associates, Inc.		
<b>Street Address:</b>	52-16 Barnett Avenue		
<b>City:</b>	Long Island City		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11104		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2602466	ALMOST FAMOUS	
<b>Registration Number:</b>	3867855	DON'T YOU DARE	
<b>Registration Number:</b>	3384939	YNQ	
<b>Registration Number:</b>	2589824	YOUNIQUE	
<b>Registration Number:</b>	4296048	ALMOST FAMOUS	
<b>Registration Number:</b>	4276799	ABSOLUTELY FAMOUS	
<b>Registration Number:</b>	4444480	ALMOST FAMOUS PREMIUM	
<b>Registration Number:</b>	4538352	CRAVE FAME	
<b>Registration Number:</b>	5157348	ALMOST FAMOUS TOO	
<b>Registration Number:</b>	6195461	DYLAN RYAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026612299		
<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>	202-661-2247		
<b>Email:</b>	TMDocketing@BallardSpahr.com		
<b>Correspondent Name:</b>	Susan A. Smith - Ballard Spahr LLP		
<b>Address Line 1:</b>	1909 K Street, NW		
<b>Address Line 2:</b>	12th Floor		
<b>Address Line 4:</b>	Washington, D.C. 20006-1157		

CH \$265.00 2602466

<b>ATTORNEY DOCKET NUMBER:</b>	065952.15
<b>NAME OF SUBMITTER:</b>	Susan A. Smith
<b>SIGNATURE:</b>	/sas/
<b>DATE SIGNED:</b>	10/26/2023

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), is entered into as of October 20, 2023 (the “**Effective Date**”), between Turn on Products Inc., a New York corporation located at 48 West 37<sup>th</sup> Street -5<sup>th</sup> Floor, New York, NY 10018 (“**Assignor**”), in favor of **Daniel M. Friedman & Associates, Inc.**, a New York corporation located at 52-16 Barnett Avenue, Long Island City, New York 11104 (“**Assignee**”), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, on the one hand, and Assignor and certain other parties thereto (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) any trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) any copyright registrations and copyright applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse,

breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded, expanded, amended, modified or in any way affected hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

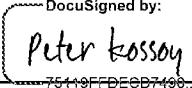
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the Effective Date.

TURN ON PRODUCTS INC.

By  \_\_\_\_\_  
76149FFDEEB7496...

Name: Peter Kossoy

Title: President and Chief Executive Officer

DANIEL M. FRIEDMAN & ASSOCIATES,  
INC.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the Effective Date.

TURN ON PRODUCTS INC.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DANIEL M. FRIEDMAN & ASSOCIATES,  
INC.

By DocuSigned by:  
*Edward R. Rosenfeld*  
\_\_\_\_\_

Name: Edward R. Rosenfeld

Title: Chief Executive Officer

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

**Trademark Registrations**

<b>Name</b>	<b>Jurisdiction</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Status</b>
ALMOST FAMOUS	Canada	TMA760695	2/13/2007	Registered
ALMOST FAMOUS	China	6274312	9/13/2007	Registered
ALMOST FAMOUS	Hong Kong	300817344	2/15/2007	Registered
ALMOST FAMOUS	World Intellectual Property Org. (WIPO)	898975	9/15/2006	Registered
ALMOST FAMOUS	United States of America	2602466	11/6/2000	Registered
DON'T YOU DARE	United States of America	3867855	8/16/2007	Registered
YNQ	Hong Kong	300900701	6/27/2007	Registered
YNQ	China	934463	8/24/2007	Registered
YNQ	European Union Intellectual Property Office (EUIPO)	934463	8/24/2007	Registered
YNQ	United Kingdom	934463	8/24/2007	Registered
YNQ	Vietnam	934463	8/24/2007	Registered
YNQ	World Intellectual Property Org. (WIPO)	934463	8/24/2007	Registered
YNQ	United States of America	3384939	6/26/2007	Registered
YOUNIQUEDENIM	China	5047936	12/7/2005	Registered
YOUNIQUE	Canada	TMA661769	1/22/2002	Registered
YOUNIQUE	World Intellectual Property Org. (WIPO)	891975	6/26/2006	Registered
YOUNIQUE	Mexico	816751	5/20/2002	Registered
YOUNIQUE	United States of America	2589824	1/26/2001	Registered
YNQ	India	1604624	9/21/2007	Registered
YOUNIQUE	India	1604623	9/21/2007	Registered
YOUNIQUE	Vietnam	87075	9/26/2006	Registered
ALMOST FAMOUS	Cambodia	KH/4018612	10/14/2010	Registered
ALMOST FAMOUS	United States of	4296048	12/14/2010	Registered

Name	Jurisdiction	Serial Number	Filing Date	Status
	America			
ALMOST FAMOUS	China	8959090	12/17/2010	Registered
ALMOST FAMOUS	China	8959089	12/17/2010	Registered
ALMOST FAMOUS	China	8959088	12/17/2010	Registered
ABSOLUTELY FAMOUS	United Kingdom	UK0091063130 7	2/9/2012	Registered
ABSOLUTELY FAMOUS	United States of America	4276799	10/11/2011	Registered
ABSOLUTELY FAMOUS	Canada	TMA895593	2/8/2012	Registered
ALMOST FAMOUS PREMIUM	United States of America	4444480	2/16/2012	Registered
ABSOLUTELY FAMOUS	European Union Intellectual Property Office (EUIPO)	10631307	2/9/2012	Registered
ABSOLUTELY FAMOUS	United Kingdom	10631307	2/9/2012	Registered
ABSOLUTELY FAMOUS	Mexico	1298138	2/17/2012	Registered
CRAVE FAME	China	10709521	3/31/2012	Registered
CRAVE FAME	United States of America	4538352	4/3/2012	Registered
FAB & FAMOUS	China	10751523	4/11/2012	Registered
FAB & FAMOUS	United Kingdom	2617179	4/11/2012	Registered
FAB & FAMOUS	India	2316047	4/16/2012	Registered
FAB & FAMOUS	Canada	TMA895634	4/11/2012	Registered
ABSOLUTELY FAMOUS	India	1994341	4/16/2012	Registered
CRAVE FAME	Bangladesh	153782	5/13/2012	Registered
ALMOST FAMOUS PREMIUM	Canada	TMA895635	4/24/2012	Registered
ALMOST FAMOUS PREMIUM	India	1577215	4/24/2012	Registered
ALMOST FAMOUS PREMIUM	China	10859945	5/3/2012	Registered
ALMOST FAMOUS DREAM	United States of America	4521350	9/13/2013	Registered
ALMOST FAMOUS DREAM	China	13020107	8/2/2013	Registered
CRAVE FAME	European Union Intellectual Property Office (EUIPO)	12203717	10/8/2013	Registered
CRAVE FAME	United Kingdom	12203717	10/8/2013	Registered
CRAVE FAME	Canada	1651410	11/8/2013	Registered



Name	Jurisdiction	Serial Number	Filing Date	Status
ALMOST FAMOUS TOO	United States of America	5157348	12/3/2015	Registered
ALMOST FAMOUS TOO	China	18589263	12/14/2015	Registered
ALMOST FAMOUS TOO	Canada	1021767	12/8/2015	Registered
WILD SOUL	European Union Intellectual Property Office (EUIPO)	17310277	10/10/2017	Registered
WILD SOUL	United Kingdom	17310277	10/10/2017	Registered
WILD SOUL	India	3654169	10/10/2017	Registered
WILD SOUL	Mexico	1957021	9/6/2017	Registered
ALMOST FAMOUS	Bangladesh	136606	10/14/2010	Registration
ALMOST FAMOUS TOO	India	3121270	12/10/2015	Registered
DYLAN RYAN	United States of America	6195461	2/28/2017	Registered
WILD SOUL	United Kingdom	UK0091731027 7	10/10/2017	Registered
DYLAN RYAN	China	40520676	8/22/2019	Registered
DYLAN RYAN	Canada		8/20/2019	Pending
DYLAN RYAN	Mexico	2253371	8/26/2019	Registered
DYLAN RYAN	European Union Intellectual Property Office (EUIPO)	18111283	8/21/2019	Registered
DYLAN RYAN	United Kingdom	UK0091811128 3	8/21/2019	Registered
YNQ	United Kingdom	UK0080093446 3	8/24/2007	Registered
YOUNIQUE	United Kingdom	UK0080089197 5	6/26/2006	Registered