

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triad Catalog Co., L.L.C.		11/03/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Soft Surroundings International, LLC		
Street Address:	Corporation Trust Center 1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4598104	BRISE D'ÉTÉ NO. 7	
Registration Number:	5412457	L	
Registration Number:	3218926	MY TIME. MY PLACE. MY SELF.	
Registration Number:	5397962	SCENTUAL SUEDES	
Registration Number:	4589886	SHELLSEEKER	
Registration Number:	2462542	SOFT SURROUNDINGS	
Registration Number:	2789107	SOFT SURROUNDINGS	
Registration Number:	3401166	SOFT SURROUNDINGS	
Registration Number:	3754600	SOFT SURROUNDINGS	
Registration Number:	3023326	SOFT SURROUNDINGS	
Registration Number:	3969557	SOFT SURROUNDINGS	
Serial Number:	98056737	SOFTESSENTIAL	
CORRESPONDENCE DATA			
Fax Number:	2128055571		
<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:	2128012256		
Email:	schlossd@gtlaw.com		
Correspondent Name:	Daniel I. Schloss, Greenberg Traurig,LLP		

CH \$315.00 4598104

Address Line 1: One Vanderbilt Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	196305.010400
NAME OF SUBMITTER:	Daniel I. Schloss
SIGNATURE:	/Daniel I. Schloss/
DATE SIGNED:	11/04/2023

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the “**Assignment**”) is made as of November 3, 2023 (the “**Effective Date**”) by and between Soft Surroundings International, LLC, a Delaware limited liability company (the “**Assignee**”), and Triad Catalog Co., L.L.C., a Missouri limited liability company (the “**Assignor**”).

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks (the “**Trademarks**”) and domain names (the “**Domain Names**”) described in the attached Schedule A.

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof, Assignor has agreed to convey, assign, and transfer the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration as set forth in this Assignment, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Conveyance. Assignor does hereby convey, assign, and transfer to Assignee all of Assignor’s right, title and interest in, to and under (i) the Trademarks, together with the goodwill symbolized thereby or associated therewith; (ii) the Domain Names and all registrations for such Domain Names; (iii) any trademark rights in such Domain Names; and (iv) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor’s rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof; (b) bring actions and recover damages for past, present and future infringement or other violation thereof; and (c) grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, other applicable trademark office, or other governmental entity or registrar, to record Assignee as the owner of the Trademarks, and to issue all registrations in and to the Trademarks to Assignee as assignee of Assignor’s entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Trademarks, and Assignor shall provide reasonable cooperation and assistance at Assignee’s request to complete the recordation of this Assignment.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee’s request to transfer, effect, register, enforce, or maintain the rights assigned herein.

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

5. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

[Signature Page to Trademark Assignment]

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6. Governing Law. The laws of the State of New York shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the Schedule attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

7. Counterparts. Both parties hereto represent that the person executing this Assignment on its behalf has full authority to execute this Assignment and to bind it as a party hereto. This Assignment may be executed in electronically transmitted counterparts.

IN WITNESS THEREOF, the undersigned have caused this Assignment to be executed and effective as of the Effective Date.

ASSIGNOR

TRIAD CATALOG CO., L.L.C

By: Curt Kroll
Name: Curt Kroll
Its: CRO

ASSIGNEE

SOFT SURROUNDINGS INTERNATIONAL,
LLC

By: _____
Name: _____
Its: _____

ASSIGNEE

**SOFT SURROUNDINGS INTERNATIONAL,
LLC**

DocuSigned by:



By: _____

Name: Alex Angelchik

Its: Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK
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SCHEDULE A
TRADEMARKS AND DOMAIN NAMES

Owner	Trademark	Jurisdiction	Application Number	Filing Date	Registration Number	Registration Date	Status
Triad Catalog Co., L.L.C.	BRISE D'ÉTÉ NO. 7	US	85867221	March 5, 2013	4598104	Sept 2, 2014	Live
Triad Catalog Co., L.L.C.	L	US	87551105	Aug 1, 2017	5412457	Feb 27, 2018	Live
Triad Catalog Co., L.L.C.	MY TIME. MY PLACE. MY SELF.	US	78696285	Aug 19, 2005	3218926	March 13, 2007	Live
Triad Catalog Co., L.L.C.	SCENTUAL SUEDES	US	87385812	March 26, 2017	5397962		Live
Triad Catalog Co., L.L.C.	SHELLSEEKER	US	85951407	June 5, 2013	4589886	Aug 19, 2014	Live
Triad Catalog Co., L.L.C.	SOFT SURROUNDINGS	CANADA	1603396	Nov 21, 2012	TMA878814	Jan 8, 2014	Live
Triad Catalog Co., L.L.C.	SOFT SURROUNDINGS	US	75726760	June 11, 1999	2462542	June 19, 2001	Live
Triad Catalog Co., L.L.C.	SOFT SURROUNDINGS	US	75914557	Feb 10, 2020	2789107	Dec 2, 2003	Live
Triad Catalog Co., L.L.C.	SOFT SURROUNDINGS	US	77223334	July 6, 2007	3401166	March 25, 2008	Live
Triad Catalog Co., L.L.C.	SOFT SURROUNDINGS	US	77788961	July 24, 2009	3754600	March 2, 2010	Live
Triad Catalog Co., L.L.C.	SOFT SURROUNDINGS	US	78447982	July 8, 2004	3023326	Dec 6, 2005	Live
Triad Catalog Co., L.L.C.	SOFT SURROUNDINGS	US	85115881	Aug 25, 2010	3969557	May 31, 2011	Live
Triad Catalog Co., L.L.C.	SOFTESSENTIAL	US	98056737	June 23, 2023			Pending

DOMAIN NAMES:

softspoken.com
softsurroundings.biz
softsurroundings.cn.com
softsurroundings.co
softsurroundings.com
softsurroundings.info
softsurroundings.net
softsurroundingsoutlet.com
softsurroundingsoutlet.net