

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		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orlandi, Inc.		11/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AKI, Inc.		
Street Address:	1740 Broadway, Suite 14A		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2230062	TRUESENCE	
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>			
Phone:	(201) 287-2460		
Email:	nancy.delpizzo@rivkin.com		
Correspondent Name:	Nancy A. Del Pizzo		
Address Line 1:	25 Main Street - Court Plaza North		
Address Line 2:	Suite 501		
Address Line 4:	Hackensack, NEW JERSEY 07601		
ATTORNEY DOCKET NUMBER:	7212-1		
NAME OF SUBMITTER:	Nancy A. Del Pizzo		
SIGNATURE:	/Nancy A. Del Pizzo/		
DATE SIGNED:	12/18/2023		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Assignment**”), effective as of November 27, 2023 (“**Effective Date**”), is between Orlandi, Inc., a Delaware corporation with an address at 131 Executive Blvd, Farmingdale, NY 11735 (“**Assignor**”), and AKI, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignee and Assignor, among others, are entering into that certain Asset Purchase Agreement, effective as of the Effective Date (the “**Purchase Agreement**”); and

WHEREAS, Assignee and Assignor hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.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.

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the trademark TRUESSENCE (the “**Mark**”) and the Certificates of Registration thereto, namely, Registration No. 75307772 (“**U.S. Registration**”) and Registration No. 840390904 (“**Brazilian Registration**”) and the goodwill associated with the Mark, and desires to assign, transfer and sell to Assignee the Mark, the U.S. Registration, the Brazilian Registration, any and all other trademark registrations of the Mark anywhere in the world, and the goodwill associated therewith; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor agreed to assign, transfer and sell to Assignee, Assignor’s entire right, title and interest in and to the Mark, the U.S. Registration, the Brazilian Registration, any and all other trademark registrations of the Mark anywhere in the world, and the goodwill associated therewith; and Assignee agrees to acquire Assignor’s entire right, title, and interest in and to the Mark and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, Assignor, as of the Effective Date, hereby assigns, transfers and sells to Assignee, its successors, and assigns, Assignor’s entire right, title and interest in and to the Mark, the U.S. Registration, the Brazilian Registration, any and all other trademark registrations of the Mark anywhere in the world, and the goodwill associated with the Mark, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Mark, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights, including the goodwill, corresponding thereto throughout the respective countries where Assignor holds rights in the Mark.

THEREFORE, Assignor agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns, provided that Assignee shall pay all out of pocket fees and expenses associated therewith.

THEREFORE, Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

IN WITNESS WHEREOF, the Assignee and Assignor have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.

ORLANDI, INC.

DocuSigned by:
Sven Dobler
By: _____
Name: Sven Dobler
Title: CEO

AKI, Inc.

DocuSigned by:
Jorge Garcia
By: _____
Name: Jorge Garcia
Title: Executive Vice President, CFO