

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Desert Holdings, LLC		08/17/2023	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	PD Products, LLC		
Street Address:	8501 Fallbrook Ave., #370		
City:	West Hills		
State/Country:	CALIFORNIA		
Postal Code:	91304		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97562114	ULTIMATE FANTASY	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	ip@akerman.com		
Correspondent Name:	AKERMAN LLP		
Address Line 1:	777 SOUTH FLAGLER DRIVE		
Address Line 2:	WEST TOWER, SUITE 1100		
Address Line 4:	WEST PALM BEACH, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	11695-214/0404577		
NAME OF SUBMITTER:	Caroline H. Mankey		
SIGNATURE:	/Caroline H. Mankey/		
DATE SIGNED:	01/08/2024		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made and entered into by and between DESERT HOLDINGS, LLC, an Arizona limited liability company ("Assignor"), and PD PRODUCTS, LLC, a Delaware limited liability company ("Assignee"). The Trademark Assignment is effective as of August 17, 2023 (the "Effective Date").

RECITALS

A. Assignor has adopted and owns all right, title and interest in and to the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, all common law rights with respect thereto, all goodwill, and all rights to sue and recover for past, present and future infringement thereof (collectively, the "Assigned Trademarks");

B. Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. Assignee and Assignor desire to record the assignment set forth in this Trademark Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto including, but not limited to, all benefits, privileges, causes of action and remedies relating to such Assigned Trademarks including, without limitation, the exclusive rights to (i) apply for and maintain all registrations, renewals and/or extensions thereof, (ii) bring actions and recover damages for past, present and future infringement thereof, (iii) grant licenses or other interests therein and (iv) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and Assignor hereby assigns, transfers and conveys to Assignee, all goodwill symbolized by the Assigned Trademarks and all rights and causes of action to recover past, present and future damages, royalties, fees, profits and other relief including, but not limited to, equitable and injunctive relief ensuing from infringement of the Assigned Trademarks.

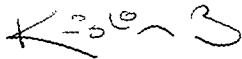
Upon request of Assignee, Assignor shall take such further actions, and shall cause its personnel, employees and agents to take such further actions, including execution and delivery of instruments of conveyance, that Assignee may reasonably deem necessary or desirable to accomplish or evidence more fully any transfer of right, title or interest necessary to fulfill the intent of this Trademark Assignment.

Signatures to this Trademark Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as paper documents bearing the original signature. This Trademark Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

DESERT HOLDINGS, LLC

By: 

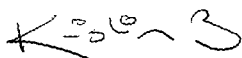
Name: Kristian Broms

Title: Chief Design Officer

Date: 12/15/2023

ASSIGNEE:

PD PRODUCTS, LLC

By: 

Name: Kristian Broms

Title: Chief Design Officer

Date: 12/15/2023

Schedule 1

Trademark Applications and Registrations

Trademark	Country/ Jurisdiction	Serial No.	Date of Registration	Goods
ULTIMATE FANTASY	USA	97/562114		IC 10: Sex dolls.
ULTIMATE FANTASY	Int'l Reg – Madrid Protocol	A0132812		IC 10: Sex dolls.
ULTIMATE FANTASY	Norway	A0132812		IC 10: Sex dolls.