CH \$390.00 905129

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM866814

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alyk, Inc.		11/10/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Forum Health & Personal Care, LLC
Street Address:	22 W 19TH STREET, 5TH FLOOR
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	90512979	LOLA
Serial Number:	90512988	LOLA
Serial Number:	86438587	LOLA
Serial Number:	87625214	LOLA
Serial Number:	87558452	LOLA
Serial Number:	87478905	LOLA
Registration Number:	5732881	LOLA
Registration Number:	5753222	LOLA
Registration Number:	5928923	LOLA
Registration Number:	6421743	LOLA
Serial Number:	90071487	LOLA
Registration Number:	6639546	LOLA
Registration Number:	6687902	LOLA
Registration Number:	6687903	LOLA
Registration Number:	6754704	LOLA

CORRESPONDENCE DATA

Fax Number: 2149535822

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.

TRADEMARK REEL: 008312 FRAME: 0748

900826771

Phone: 2149535758

Email: cstephensipdocket@jw.com

Correspondent Name: Chandler Stephens

Address Line 1: 2323 Ross Ave., Suite 600 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	157545.00095
NAME OF SUBMITTER:	Chandler Stephens
SIGNATURE:	/Chandler Stephens/
DATE SIGNED:	01/09/2024

Total Attachments: 8

source=38108442_1_3 - Intellectual Property Assignment (LOLA)_Redacted#page1.tif source=38108442_1_3 - Intellectual Property Assignment (LOLA)_Redacted#page2.tif source=38108442_1_3 - Intellectual Property Assignment (LOLA)_Redacted#page4.tif source=38108442_1_3 - Intellectual Property Assignment (LOLA)_Redacted#page5.tif source=38108442_1_3 - Intellectual Property Assignment (LOLA)_Redacted#page5.tif source=38108442_1_3 - Intellectual Property Assignment (LOLA)_Redacted#page6.tif source=38108442_1_3 - Intellectual Property Assignment (LOLA)_Redacted#page7.tif source=38108442_1_3 - Intellectual Property Assignment (LOLA)_Redacted#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (as amended, restated or otherwise modified from time to time in accordance herewith, this "Assignment") is made effective as of November 10, 2023 (the "Assignment Date"), by and between Alyk, Inc., a Delaware corporation ("Seller"), and Forum Health & Personal Care, LLC, a Delaware limited liability company ("Buyer").

RECITALS

- A. In connection with that certain Asset Purchase Agreement dated as of November 10, 2023 (the "*Purchase Agreement*"), by and among Buyer, Seller, and the other parties thereto, Seller has agreed to transfer and assign to Buyer the Purchased Assets (as defined in the Purchase Agreement), including all right, title and interest in and to the applied-for and registered trademarks, copyrights, patents, and domain names listed on the attached <u>Exhibit A</u> (the "*Intellectual Property Assets*").
- B. Buyer desires to obtain all right, title and interest in the Intellectual Property Assets according to the terms of this Assignment.
- NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- Section 1. <u>Assignment</u>. Seller hereby sells, assigns, transfers and conveys to Buyer, its successors, assigns and legal representatives, and Buyer hereby accepts and assumes, all worldwide right, title and interest in and to the Intellectual Property Assets, including, without limitation, all associated goodwill, all applications, divisions, reissues, reexaminations, renewals, registrations, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Assignment Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property Assets, in each case for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.
- Section 2. <u>Assistance</u>. From time to time, as and when reasonably requested by Buyer and at Buyer's expense, Seller shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Buyer may reasonably deem necessary to consummate the transactions contemplated by this Assignment, to vest title to the Intellectual Property Assets in Buyer, and to aid Buyer, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property Assets, including, in the case of such Seller, executing and delivering to Buyer such assignments, consents, powers of attorney, declarations, affidavits and other instruments as Buyer or its counsel may reasonably request in writing as necessary for such purpose.

- Section 3. <u>Counterparts</u>. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.
- Section 4. <u>Governing Law.</u> This Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.
- Section 5. <u>Amendments</u>. This Assignment may be amended, restated or otherwise modified only with the prior written consent of Buyer and Seller.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their duly authorized representatives, all as of the Assignment Date.

Title: President

SELLEK:
ALYK, INC.
By: Amy Fisher
Name: Amy Fisher
Title: Chief Executive Officer
BUYER:
FORUM HEALTH & PERSONAL CARE, LLC
By:
Name: Brenton Howland

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their duly authorized representatives, all as of the Assignment Date.

SELLER:	
---------	--

ALYK, INC.

By: Name: Amy Fisher

Title: Chief Executive Officer

BUYER:

FORUM HEALTH & PERSONAL CARE, LLC

Docusigned by:
Bruton Howland

By: Dreadow flow
Name: Brenton Howland

Title: President

EXHIBIT A Intellectual Property Assets

1. <u>Trademarks</u>:

Trademark	App. No./ Reg. No.	Summary of Information
LOLA (Stylized) LOLA	SN: 90512979	Jurisdiction: U.S. Status: Pending Owner: Alyk, Inc.
LOLA	SN: 90512988	Jurisdiction: U.S. Status: Pending Owner: Alyk, Inc.
LOLA	RN: 5200348 SN: 86438587	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.
LOLA	RN: 5521163 SN: 87625214	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.
LOLA	RN: 5537111 SN: 87558452	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.

Exhibit A-1

LOLA	RN: 5536929 SN: 87478905	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.
LOLA (Stylized)	RN: 5732881 SN: 88114185	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.
LOLA		
LOLA	RN: 5753222 SN: 87980520	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.
LOLA (Stylized)	RN: 5928923 SN: 88976039	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.
LOLA (Stylized)	RN: 6421743 SN: 90071489	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.

LOLA	RN: 6421742 SN: 90071487	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.
LOLA (Stylized) LOLA	RN: 6639546 SN: 88114178	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.
LOLA (Stylized) LOLA	RN: 6687902 SN: 90324915	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.
LOLA	RN: 6687903 SN: 90324917	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.
LOLA	RN: 6754704 SN: 88408571	Jurisdiction: U.S. Status: Registered Owner: Alyk, Inc.

2. Patents:

Patent No.	Jurisdiction	Status
29563307	U.S.	Active
16667028	U.S.	Response to Office Action Due Dec. 7, 2023

3. Copyrights:

- a. LOLA's personal, honest, real-life guide to your first period.
 - i. Publication date 04/04/2017.Registration No. TX0008405183
- b. LOLA's personal, honest, real-life guide to sexual wellness.
 - i. Publication date 09/28/2017
 - ii. Registration No. TX0008655288

Exhibit A-3

- 4. <u>Domains</u>: mylola.com
- 5. Social Media:

RECORDED: 01/09/2024

