CH \$165.00.00

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI8718

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sasha Handbags, Inc.		10/26/2023	Corporation: NEW YORK

RECEIVING PARTY DATA

Company Name:	Sasha Accessories LLC	
Street Address:	500 7TH AVENUE, 7th Floor	
Internal Address:	900 Third Avenue, Suite 1200	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10018	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	6680462	DARCY MARKS
Registration Number:	5367618	CEE KLEIN
Registration Number:	4335488	DIVIAGGIO
Registration Number:	5649797	SASHA
Registration Number:	5333929	SASHU
Registration Number:	4328905	

CORRESPONDENCE DATA

Fax Number: 2123711084

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.

Phone: 2125086739

Email:prutzman@thsh.comCorrespondent Name:Mr. L. Donald Prutzman

Address Line 1: 900 Third Avenue, Suite 1200
Address Line 2: 900 Third Avenue, Suite 1200
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24535.0004
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NAME OF SUBMITTER: LEWIS PRUTZMAN

SIGNATURE: LEWIS PRUTZMAN

TRADEMARK REEL: 008339 FRAME: 0282

900833490

DATE SIGNED:	02/06/2024			
Total Attachments: 5				
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TRADEMARK REEL: 008339 FRAME: 0283

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of October 26, 2023 (the "Effective Date"), is by and between SASHA HANDBAGS, INC. a New York corporation ("Assignor"), and SASHA ACCESSORIES LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, effective as of October 26, 2023, (the "Purchase Agreement") pursuant to which Assignor agreed to sell, convey, assign, transfer and deliver to Assignee at the Closing on the Closing Date, and Assignee agreed to purchase and take delivery from Assignor at the Closing on the Closing Date, the Transferred Assets; and

WHEREAS, Assignor and Assignee are entering into this Assignment to effectuate the assignment of the Intellectual Property Assets (as hereinafter defined) from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

- 1. <u>Capitalized Terms</u>. Capitalized terms that are used but not herein defined have the meanings set forth in the Purchase Agreement.
- 2. <u>Assignment.</u> Assignor hereby assigns to Assignee, and Assignee hereby acquires from Assignor, free and clear of any Encumbrances, all of Assignor's right, title and interest in and to the Intellectual Property Assets set forth on <u>Exhibit A</u> (the "Intellectual Property Assets") attached hereto, together with all of the goodwill associated therewith, as well as all (i) rights to obtain registrations for the Intellectual Property Assets throughout the world in Assignee's name, (ii) income, royalties and proceeds arising out of the exploitation of the Intellectual Property Assets and (iii) rights to bring actions, whether at law or in equity, and to recover damages, lost profits and secure injunctive relief and all other available remedies in Assignee's name for all past, present and future infringements and other misuses of the Intellectual Property Assets.
- 3. <u>Further Assurances</u>. From and after the Effective Date, Assignor hereby agrees that it will, at no expense to Assignee, execute and deliver such additional documents, conveyances and assurances and take all such further actions as may be reasonably requested by Assignee to effectuate this Assignment and otherwise enable Assignee to enjoy the benefits contemplated by this Assignment, including, without limitation, executing all additional documents and taking all further actions required by the registrars of the domain names set forth on **Exhibit A** to effectuate this Assignment.
- 4. <u>Governing Law</u>. This Assignment will be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws rules of such state.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

TRADEMARK REEL: 008339 FRAME: 0284 **IN WITNESS WHEREOF,** Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

SASHA HANDBAGS, INC., a New York Corporation

By:______Name:

Title:

ASSIGNEE:

SASHA ACCESSORIES LLC, a Delaware limited liability company

Name: John Bang
Title: Manager

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

SASHA HANDBAGS INC., a New York Corporation

Name: Erol Devli Title: President

ASSIGNEE:

SASHA ACCESSORIES LLC, a Delaware limited liability company

Title: Manager

Exhibit A

TRADEMARKS:

Registered Trademark

Mark	Jurisdiction	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
DARCY MARKS	US	Sasha Handbags Inc.	90156987	03-SEP-2022	6680462	22-MAR-2022
CEE KLEIN	US	Sasha Handbags Inc	87215886	26-OCT-2016	5367618	2-JAN-2018
DIVIAGGIO	US	Sasha Handbags Inc	85358541	28-JUN-2011	4335488	14-MAY-2013
SASHA	US	Sasha Handbags Inc	87215880	26-OCT-2016	5649797	8-JAN-2019
SASHU	US	Sasha Handbags Inc	87389157	28-MAR-2017	5333929	14-NOV-2017
	US	Sasha Handbags Inc	85383674	28-JUL-2011	4328905	30-APR-2013

<u>Unregistered Trademarks</u>

Mark	Jurisdiction	Serial No.
SASHU	US	86532269
SASHU		
SASHA HANDBAGS, INC.	US	86532253
HANDBAGS, Inc.		
STEPHANIE NICOLE	US	85383720
STEPHANIE NICOLE	US	85391135
CEE KLEIN GENUINE LEATHER	US	77502834
CEEKLEIN GENUINE LEATHER		
SASHA	US	76273149
SASHA		
SASHU	US	76472229
SASHU		

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Mark	Jurisdiction	Serial No.
CEM	US	76274037
CEE KLEIN ACCESSORIES	US	74425500
SASHA HANDBAGS, INC.	US	74244800
HANDBAGS, Inc.		

Internet Domains:

Domain Name	Registrar	Registrant	
sashabags.com	Network Solutions LLC	PERFECT PRIVACY, LLC	

10040456 v11

RECORDED: 02/06/2024

TRADEMARK REEL: 008339 FRAME: 0288