

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI10390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AHREN, LLC		05/31/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Company Name:	Careismatic Brands, LLC		
Street Address:	1119 Colorado Ave		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6365658	BALA	
Registration Number:	6457683		
CORRESPONDENCE DATA			
Fax Number:	9733251501		
<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:	9735302025		
Email:	pnussbaum@csglaw.com,tmdocketing@csglaw.com		
Correspondent Name:	Peter Nussbaum		
Address Line 1:	105 Eisenhower Parkway		
Address Line 4:	Roseland, NEW JERSEY 07068		
NAME OF SUBMITTER:	JORDAN ROSARIO		
SIGNATURE:	JORDAN ROSARIO		
DATE SIGNED:	02/20/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

May 31, 2023, from Ahren, LLC, a Delaware limited liability company d/b/a BALA with an address at 2175 NW Raleigh St. Ste. 110, Portland, Oregon, 9721 (“Assignor”), to Careismatic Brands, LLC, a California limited liability company f/k/a Careismatic Brands, Inc. with an address at 1119 Colorado Ave, Santa Monica, CA, 90401 (“Assignee”), and is made in connection with that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among Assignor, Assignee and certain other parties thereto. All capitalized terms used but not defined in this Assignment have the meanings given to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor assigned and transferred to Assignee all of its rights, title, and interests in and to any and all trademarks, service marks, logos, trade dress, and other indicia of source, including the registrations and applications therefore listed on Schedule I (collectively, the “Marks”); and

WHEREAS, pursuant to the Purchase Agreement, Assignee is the successor to that portion of the business of Assignor to which the Marks pertain, which business is ongoing and existing; and

WHEREAS, Assignee desires to record its rights in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the Closing, Assignor hereby sells, conveys, assigns, and transfers to Assignee, pursuant to the terms and conditions of the Purchase Agreement, all of Assignor’s worldwide rights, title, and interests in and to the Marks and all registrations and applications for registration thereof, together with the goodwill of the business associated with the Marks, including without limitation all (i) common law rights in and to the Marks and (ii) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, misappropriations, or other violations of the Marks, including, without limitation, the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.

2. Further Assurances. At the reasonable request of Assignee and at Assignee’s expense, Assignor will execute and deliver and will cause to be executed and delivered such instruments of transfer, conveyance, assignment, and confirmation, and will take such actions as Assignee may reasonably deem necessary, to effectively transfer, contribute, assign, and deliver to Assignee all of Assignor’s rights, title, and interests in and to the Marks.

3. Recordation. Effective as of the Closing, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and any other official throughout the world whose duty it is to register and record ownership in trademark registrations and

applications, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Marks. 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.

5. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

6. Successors and Assigns. This Assignment will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.

7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

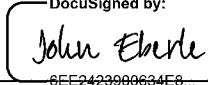
8. Counterparts. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. Headings. The headings used in this Assignment are intended for convenience and will not be used by themselves in interpreting this Assignment or in determining any of the rights or obligations of the Assignor or Assignee.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

AHREN, LLC

DocuSigned by:
By: 
Name: John Eberle
Title: Manager









CAREISMATIC BRANDS, LLC

By _____
Name: Girisha Chandraraj
Title: Chief Executive Officer and
President

CAREISMATIC BRANDS, LLC

DocuSigned by:
By Girisha Chandraraj
Name: Girisha Chandraraj
Title: Chief Executive Officer and President

SCHEDULE I

Country	Mark Name	Mark Type	International Classes	Status	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date
United States of America	BALA	Word - Block Letters	25	Registered	88847185	2020-03-25	6365658	2021-05-25	2031-05-25
United States of America		Device - Logo	25	Registered	90171754	2020-09-10	6457683	2021-08-17	2031-08-17
European Union	BALA	Word - Block Letters	10	Registered	018310937	2020-09-21	018310937	2021-04-29	2030-09-21
United Kingdom	BALA	Word - Block Letters	25	Registered	UK00003535314	2020-09-21	UK00003535314	2021-03-26	2030-09-21
European Union		Device - Logo	25	Registered	018310940	2020-09-21	018310940	2021-02-19	2030-09-21
United Kingdom		Device - Logo	25	Registered	UK00003535317	2020-09-21	UK00003535317	2021-01-15	2030-09-21
Australia		Device - Logo	25	Registered	2123435	2020-09-25	2123435	2021-04-19	2030-09-25
Canada		Device - Logo	25	Application	2054030	2020-09-25			
Japan		Device - Logo	25	Registered	2020-119287	2020-09-28	6362023	2021-03-10	2031-03-10
Australia		Device - Logo	25	Application	2273466	2022-05-31			
Australia		Device - Logo	25	Application	2273459	2022-05-31			

TRADEMARK

REEL: 008349 FRAME: 0623

RECORDED: 02/20/2024