

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485597

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900459203		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NJ Enterprise Group LLC		07/19/2018	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	NJ Enterprise Group I Inc		
Street Address:	750 Airpord Rd		
City:	Lakewood		
State/Country:	NEW JERSEY		
Postal Code:	08701		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4857983	FUNNY PARTY HATS	
Registration Number:	4792259	COVERYOURHAIR	
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>			
Email:	sales@njenterpriseigroup.com		
Correspondent Name:	Yehudah Miller		
Address Line 1:	750 Airpord Rd		
Address Line 4:	LAKEWOOD, NEW JERSEY 08701		
NAME OF SUBMITTER:	Yehudah Miller		
SIGNATURE:	/Yehudah Miller/		
DATE SIGNED:	08/10/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of July 19, 2018 ("Effective Date"), is made by and between NJ Enterprise Group I Inc, a New Jersey corporation ("Assignee"), and NJ Enterprise Group LLC, a New Jersey limited liability company ("Assignor").

WHEREAS, on or about December 29, 2014 ("Original Effective Date"), Assignor agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor;

WHEREAS, the parties failed to document such assignment at the time of agreement and now wish to formally document the assignment with effect from the Original Effective Date.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (individually, a "Party"; collectively, the "Parties") hereby agree as follows:

1. Assignment - For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor's right, title and interest in and to the following (collectively, the "Intellectual Property Assets"):

- a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");
- b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- c. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;
- d. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");
- e. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the

business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

f. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including (collectively, the "Mask Works");

g. all internet websites and internal domain names (collectively, the "Domain Names");

h. all social media pages and accounts, together with the associated usernames and passwords (collectively, the "Social Media Accounts");

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the "Licenses");

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

4. Entire Agreement - This Agreement, the Exhibits hereto, and agreements contemplated hereby contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

5. Amendment and Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

6. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

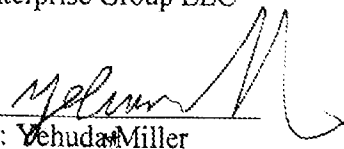
8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

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IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

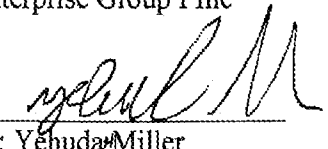
ASSIGNOR:

NJ Enterprise Group LLC

By: 
Name: Yehuda Miller
Title: Manager

ASSIGNEE:

NJ Enterprise Group I Inc

By: 
Name: Yehuda Miller
Title: President

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale"), dated as of July 19, 2018 ("Effective Date"), is made by and between NJ Enterprise Group I Inc, a New Jersey corporation ("Buyer"), and NJ Enterprise Group LLC, a New Jersey limited liability company ("Seller").

WHEREAS, on or about December 29, 2014 ("Original Effective Date"), Buyer agreed to purchase and acquire from Seller, and Seller agreed to sell, transfer, assign, convey and deliver to Buyer, all of Seller's right, title and interest in and to the assets owned by Seller, including, without limitation, those assets set forth on Exhibit A;

WHEREAS, the parties failed to document such transaction at the time of the agreement and now wish to formally document the transaction with effect from the Original Effective Date.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (individually, a "Party"; collectively, the "Parties") hereby agree as follows:

1. Sale and Purchase of Assets. Seller by this Bill of Sale does hereby sell, transfer, assign, convey, and deliver to, and vests in Buyer, to have and to hold unto Buyer, its successors and permitted assigns, forever, effective as of the date hereof, all of Seller's right, title and interest, legal and equitable, in and to all of the assets of Seller as of the Original Effective Date.
2. Incorporation of Recitals. The recitals in the preamble of this Bill of Sale are hereby incorporated by reference into this Bill of Sale.
3. Amendment and Assignment. This Bill of Sale may not be amended or altered except by a written instrument executed by the Parties. This Bill of Sale shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
4. Severability. If any term or provision of this Bill of Sale is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Bill of Sale that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
5. Governing Law. This Bill of Sale and any claim, controversy or dispute arising under or related to this Bill of Sale or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey.
6. Counterparts; Electronic Signatures. This Bill of Sale may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale. Each party agrees that the electronic signatures, whether digital or

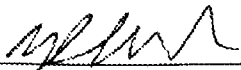
encrypted, of the parties included in this Bill of Sale are intended to authenticate this writing and to have the same force and effect as manual signatures.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have duly executed this Bill of Sale as of the date first above written.

SELLER:

NJ Enterprise Group LLC

By: 
Name: Yehudah Miller
Title: Manager

BUYER:

NJ Enterprise Group I Inc

By: 
Name: Yehudah Miller
Title: President

EXHIBIT A
TRADEMARKS

Trademark Registrations:

1. Registration Number 4857983 – Funny Party Hats.
2. Registration Number 4792259 – CoverYourHair.