

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM533098

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
H. Best, Ltd.		04/29/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ideal Time, LLC		
<b>Street Address:</b>	60-15 Little Neck Parkway		
<b>City:</b>	Little Neck		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11362		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5317211	REGIMEN	
<b>Registration Number:</b>	5323898	REGIMEN	
<b>Registration Number:</b>	4369811	WRIST ARMOR	
<b>Registration Number:</b>	5018393	WRIST ARMOR FIVE STAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	5163045858		
<b>Email:</b>	triess@glaserweiner.com		
<b>Correspondent Name:</b>	Y. Ting Riess		
<b>Address Line 1:</b>	60 Cuttermill Road		
<b>Address Line 4:</b>	Great Neck, NEW YORK 11021		
<b>NAME OF SUBMITTER:</b>	Y. Ting Riess		
<b>SIGNATURE:</b>	/s/Y. Ting Riess		
<b>DATE SIGNED:</b>	07/23/2019		
<b>Total Attachments: 5</b>			
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## Trademark Assignment

This Trademark Assignment (this "Assignment"), effective as of April 29, 2019 ("Effective Date"), is between **H. BEST, LTD.**, a Delaware limited liability corporation with offices at 1411 Broadway, Eighth Floor, New York, New York 10018 ("Assignor") and **IDEAL TIME, LLC**, a New York limited liability corporation with offices at 60-15 Little Neck Parkway, Little Neck, New York, 11362 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the registered trademarks, service marks, applications therefor and trade names and all other common law trademarks, service marks, domain names, trade dress and trade names owned or used by Assignor in connection with its business as listed on the attached Schedule A: (collectively, the "Marks and Domain Names"), to wit, the registered trademarks and pending applications in the United States, all as set forth on Schedule A.

WHEREAS, Assignor, Assignor's Affiliate, H. Best, Ltd., a Delaware corporation, and Assignee have entered into that certain Asset Purchase Agreement, dated as of April 29, 2019 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign, transfer and sell to Assignee, Assignor's entire right, title and interest in the Marks and Domain Names, and the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Marks and Domain Names, and the goodwill associated therewith.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Assignor, as of the Effective Date, hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Marks and Domain Names, including all trademark applications and registrations, domestic or foreign, therefor, copyrights and all other Intellectual Property associated with the foregoing, the goodwill of the business appurtenant to and associated with any and all of the foregoing and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to any and all of the foregoing, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding to any and all of the foregoing throughout the respective countries where Assignor holds rights in the Marks and Domain Names (all of the foregoing, collectively, shall be included in the definition of "Marks and Domain Names"), to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

2. Capitalized terms used herein have the respective meanings ascribed thereto in the Purchase Agreement unless otherwise defined herein.

3. Assignor, as of the Effective Date, agrees to cease using the Marks and Domain Names, except as specifically provided in the Purchase Agreement, and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

4. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest the Marks and Domain Names to and in the Assignee in any jurisdiction, and to otherwise implement and carry out the purposes and intent of the Purchase Agreement, consistent with its terms.

5. The provisions of this Assignment shall be binding upon Assignor and its successors, assigns and legal representatives and shall inure to the benefit of Assignee and its successors, assigns and legal representatives.

6. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Marks and Domain Names. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

7. This Assignment is executed to implement and not to modify, enlarge or restrict any of the relative rights and obligations of Assignor or Assignee under the Purchase Agreement. Nothing contained herein shall be deemed in any way to supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, exceptions, disclosures, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement. It is agreed that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not merge into or with this Assignment but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Purchase Agreement as though set forth herein at length. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

8. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to

the principles of conflicts of laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

9. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 7.3 of the Purchase Agreement.

10. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile version or a copy in pdf format that is conveyed via email of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

11. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office, and any other party requested by Assignee, to record Assignee as the Assignee and owner of the Marks and Domain Names.

*[Signature page follows]*

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed as of the above Effective Date.

**ASSIGNOR:**

**H. BEST, LTD.**

By: Alan Shueh  
Name: Alan Shueh  
Title: Vice President

**ASSIGNEE:**

**IDEAL TIME, LLC**

By: Morris Chabon  
Name: Morris Chabon  
Title: CEO

*(Trademark Assignment Signature Page)*

**Schedule A**

**UNITED STATES TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods</b>	<b>Maintenance</b>
REGIMEN (stylized):	5317211	October 24, 2017	IC 014: watches	

REGIMEN                      5323898                      October 31, 2017                      IC 014: Watches  
WRIST ARMOR                      4369811                      July 16, 2013                      IC: 014: Watches  
WRIST ARMOR FIVE STAR                      5018393                      August 9, 2016                      IC 014: Jewelry, Watches

The website located at [www.moretime.com](http://www.moretime.com).