

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Commodity, Inc.		10/31/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Commodity Goods, LLC		
<b>Street Address:</b>	60 Honeck Street		
<b>City:</b>	Englewood		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07631		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88147517	COMMODITY BLONDE	
<b>Serial Number:</b>	87419754	COMMODITY	
<b>Serial Number:</b>	87651771	COMMODITY VELVET	
<b>Serial Number:</b>	87901154	ESSENTIALS FOR THE SENSES	
<b>Serial Number:</b>	87915995	COMMODITY X	
<b>Registration Number:</b>	5770431	COMMODITY	
<b>Registration Number:</b>	5716787	COMMODITY NECTAR	
<b>Registration Number:</b>	5152903	BEHIND EVERY BOTTLE IS A STORY	
<b>Registration Number:</b>	4982799	FRAGRANCE MADE PERSONAL	
<b>Registration Number:</b>	5147572	COMMODITY GIN	
<b>Registration Number:</b>	5142720	COMMODITY MOSS	
<b>Registration Number:</b>	5142719	COMMODITY BOOK	
<b>Registration Number:</b>	5142717	COMMODITY WOOL	
<b>Registration Number:</b>	5142716	COMMODITY GOLD	
<b>Registration Number:</b>	5120612	COMMODITY RAIN	
<b>Registration Number:</b>	5157088	COMMODITY TEA	
<b>Registration Number:</b>	5142715	COMMODITY MIMOSA	
<b>Registration Number:</b>	5142714	COMMODITY MAGNOLIA	
<b>Registration Number:</b>	4571893	COMMODITY	

OP \$490.00 88147517

**CORRESPONDENCE DATA****Fax Number:** 9735208260*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:** 908-273-0770**Email:** Trademark@bakoskritzer.com**Correspondent Name:** Bakos & Kritzer**Address Line 1:** 147 Columbia Turnpike, Suite 102**Address Line 4:** Florham Park, NEW JERSEY 07932

<b>NAME OF SUBMITTER:</b>	Ryan S. McPhee
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<b>SIGNATURE:</b>	/Ryan S. McPhee/
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<b>DATE SIGNED:</b>	11/05/2019
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**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is hereby entered into on October 31, 2019, by and between **CMTY (ABC), LLC**, a Delaware limited liability company ("Assignor") solely in its capacity as the assignee for the benefit of creditors of Commodity, Inc., a Delaware corporation (the "Company"), and COMMODITY GOODS, LLC, a New Jersey limited liability company ("Assignee").

A. The Company and Assignor entered into a certain General Assignment for the Benefit of Creditors on June 18, 2019 in which Company assigned, granted, conveyed, transferred, and set over to Assignor all of Company's right, title, and interest in certain personal property and all other assets, whatsoever and where so ever situated, including all intellectual property.

B. Assignor, solely in its capacity as assignee for the benefit of creditors of the Company, entered into that certain Asset Purchase Agreement dated October 24, 2019 ("Purchase Agreement") for the acquisition by Assignee of substantially all of the assets of Company on the terms and conditions set forth in the Purchase Agreement, and this Assignment is being delivered pursuant to Section 3.2(c) of the Purchase Agreement;

C. Pursuant to the Purchase Agreement, Assignor desires to transfer to Assignee all of Assignor's right, title and interest in and to the trademarks and related intellectual property listed on Exhibit A attached hereto ("Assigned Marks") and Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby convey, assign, transfer and deliver to Assignee (i) all of Assignor's right, title and interest in and to the Assigned Marks, including the registrations and applications for registration thereof and the goodwill of the business connected with the use thereof and symbolized thereby, (ii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation thereof, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor and Assignee agree that any filing fees associated with recording this Assignment with the United States Patent and Trademark Office shall be borne solely by Assignee.

3. This Assignment has been executed and delivered by Assignor to be used for recording the transfer of ownership of the Assigned Marks with the appropriate government entity, including without limitation, United States Patent and Trademark Office. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Assigned Marks, including, without limitation, its recordation in relevant state and national trademark offices.

4. Assignor hereby authorizes and requests that the United States Patent and Trademark Office record this Assignment.

5. Assignor represents and warrants that it has full and complete authority to make this Assignment.

6. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

7. This Assignment may not be supplemented, altered, or modified in any manner, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

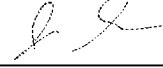
8. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflicts of law.

*[Remainder of Page Intentionally Left Blank- Signature Page to Follow]*

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

**ASSIGNOR**

**CMTY (ABC), LLC in its sole and limited capacity as assignee for the benefit of the creditors of Commodity, Inc.**

By:  \_\_\_\_\_

Name: James E. Gansman

Title: Managing Member

**ASSIGNEE**

**COMMODITY GOODS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ASSIGNOR**

**CMTY (ABC), LLC in its sole and limited capacity as assignee for the benefit of the creditors of Commodity, Inc.**


By: \_\_\_\_\_

Name: James E. Gansman

Title: Managing Member

**ASSIGNEE**

**COMMODITY GOODS, LLC**

By:  \_\_\_\_\_

Name: VICKEN ARSLANIAN

Title: AUTHORIZED MEMBER + SIGNATORY.

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

## EXHIBIT A

### TRADEMARK APPLICATIONS:

Mark	Country	Application Number	Application Date
COMMODITY BLONDE	United States of America	88/147,517	10/9/2018
COMMODITY	United States of America	87/419,754	4/21/2017
COMMODITY VELVET	United States of America	87/651,771	10/19/2017
ESSENTIALS FOR THE SENSES	United States of America	87/901,154	4/30/2018
COMMODITY X	United States of America	87/915,995	5/10/2018

### REGISTERED TRADEMARKS:

Mark	Country	Application Number Registration Number	Application Date Registration Date
COMMODITY	United States of America	87/606,309 5,770,431	9/13/2017 6/4/2019
COMMODITY NECTAR	United States of America	87/666,697 5,716,787	10/31/2017 4/2/2019
BEHIND EVERY BOTTLE IS A STORY	United States of America	87/069,808 5,152,903	6/13/2016 2/28/2017
FRAGRANCE MADE PERSONAL	United States of America	86/781,770 4,982,799	10/8/2015 6/21/2016
COMMODITY GIN	United States of America	86/775,919 5,147,572	10/2/2015 2/21/2017
COMMODITY MOSS	United States of America	86/775,918 5,142,720	10/2/2015 2/14/2017
COMMODITY BOOK	United States of America	86/775,916 5,142,719	10/2/2015 2/14/2017
COMMODITY WOOL	United States of America	86/775,913 5,142,717	10/2/2015 2/14/2017
COMMODITY GOLD	United States of America	86/775,912 5,142,716	10/2/2015 2/14/2017
COMMODITY RAIN	United States of America	86/775,911 5,120,612	10/2/2015 1/10/2017
COMMODITY TEA	United States of America	86/775,910 5,157,088	10/2/2015 3/7/2017
COMMODITY MIMOSA	United States of America	86/775,907 5,142,715	10/2/2015 2/14/2017
COMMODITY MAGNOLIA	United States of America	86/775,906 5,142,714	10/2/2015 2/14/2017
COMMODITY	United States of America	86/146,243 4,571,893	12/17/2013 7/22/2014

**OTHER COUNTRIES**

**Trademark Applications:**

Mark	Country	Application Number
COMMODITY VELVET	Canada	1894616
COMMODITY VELVET	Australia	1937086, 1409405
COMMODITY NECTAR	Canada	1894617
COMMODITY NECTAR	Australia	1937084
COMMODITY	Mexico	1914816

**Registered Trademarks:**

Mark	Country	Application Number/ Registration Number
COMMODITY	Australia	1857094/1354416
COMMODITY	Australia	1739146/1276066
COMMODITY	European Union	1276066/1276066
COMMODITY	European Union	1354416/1354416
COMMODITY	Japan	1276066/1276066
COMMODITY	New Zealand	1033050/1276066
COMMODITY	Singapore	1276066/1276066
COMMODITY	European Union	017843541/017843541
COMMODITY	Canada	1749798/TMA951424
COMMODITY	Canada	1834106/TMA1009363
COMMODITY BOOK	Australia	1735718/1274343
COMMODITY BOOK	China	1274343/1274343
COMMODITY BOOK	European Union	1274343/1274343
COMMODITY BOOK	Japan	1274343/1274343
COMMODITY BOOK	Mexico	1274343/1274343
COMMODITY BOOK	New Zealand	1274343/1274343
COMMODITY BOOK	Republic of South Korea	1274343/1274343
COMMODITY BOOK	Singapore	1274343/1274343
COMMODITY BOOK	Canada	1274343/1274343
COMMODITY GIN	Australia	1735716/1274341
COMMODITY GIN	China	1274341/1274341
COMMODITY GIN	European Union	1274341/1274341
COMMODITY GIN	Japan	1274341/1274341
COMMODITY GIN	New Zealand	1274341/1274341
COMMODITY GIN	Singapore	1274341/1274341
COMMODITY GOLD	Australia	1735827/1274766
COMMODITY GOLD	China	1274766/1274766
COMMODITY GOLD	European Union	1274766/1274766
COMMODITY GOLD	Japan	1274766/1274766
COMMODITY GOLD	Mexico	1274766/1274766
COMMODITY GOLD	New Zealand	1032186/1274766
COMMODITY GOLD	Singapore	40201520554T/1274766
COMMODITY GOLD	Canada	1749808/TMA981067
COMMODITY MAGNOLIA	Australia	1737400/1275811
COMMODITY MAGNOLIA	European Union	1275811/1275811
COMMODITY MAGNOLIA	Japan	1275811/1275811



Mark	Country	Application Number/ Registration Number
COMMODITY MAGNOLIA	Mexico	1275811/1275811
COMMODITY MAGNOLIA	New Zealand	1275811/1275811
COMMODITY MAGNOLIA	Singapore	1275811/1275811
COMMODITY MIMOSA	Australia	1737402/1275815
COMMODITY MIMOSA	European Union	1275815/1275815
COMMODITY MIMOSA	Japan	1275815/1275815
COMMODITY MIMOSA	New Zealand	1275815/1275815
COMMODITY MIMOSA	Singapore	1275815/1275815
COMMODITY MIMOSA	Canada	1749811/TMA991935
COMMODITY MOSS	Australia	1735717/1274342
COMMODITY MOSS	China	1274342/1274342
COMMODITY MOSS	European Union	1274342/1274342
COMMODITY MOSS	Japan	1274342/1274342
COMMODITY MOSS	Mexico	1274342/1274342
COMMODITY MOSS	New Zealand	1274342/1274342
COMMODITY MOSS	Republic of Korea (South)	1274342/1274342
COMMODITY MOSS	Canada	1749805/TMA986436
COMMODITY NECTAR	European Union	1409402/1409402
COMMODITY NECTAR	United Kingdom	WO0000001409402/1409402
COMMODITY RAIN	Australia	1737401/1275814
COMMODITY RAIN	European Union	1275814/1275814
COMMODITY RAIN	Japan	1275814/1275814
COMMODITY RAIN	Mexico	1275814/1275814
COMMODITY RAIN	New Zealand	1275814/1275814
COMMODITY RAIN	Republic of Korea (South)	1275814/1275814
COMMODITY RAIN	Singapore	1275814/1275814
COMMODITY RAIN	Canada	1749809/TMA986428
COMMODITY TEA	Australia	1737398/1275809
COMMODITY TEA	European Union	1275809/1275809
COMMODITY TEA	Japan	1275809/1275809
COMMODITY TEA	Mexico	1275809/1275809
COMMODITY TEA	New Zealand	1275809/1275809
COMMODITY TEA	Singapore	1275809/1275809
COMMODITY VELVET	European Union	1409405/1409405
COMMODITY VELVET	United Kingdom	WO0000001409405/1409405
COMMODITY WOOL	Australia	1740311/1277361
COMMODITY WOOL	China	1277361/1277361
COMMODITY WOOL	European Union	1277361/1277361
COMMODITY WOOL	Japan	1277361/1277361
COMMODITY WOOL	Mexico	1277361/1277361
COMMODITY WOOL	New Zealand	1277361/1277361
COMMODITY WOOL	Republic of Korea (South)	1277361/1277361
COMMODITY WOOL	Singapore	1277361/1277361
COMMODITY WOOL	Canada	1749807/TMA991921
BEHIND EVERY BOTTLE IS A STORY	European Union	1337247/1337247

**TRADEMARK**

**RECORDED: 11/05/2019**

**REEL: 006788 FRAME: 0830**