

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHPH LLC		01/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT BRANDS LLC		
Street Address:	1411 Broadway		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5172325	ET E AIS	
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:	jun.kang@us.kwm.com		
Correspondent Name:	Jun Kang		
Address Line 1:	500 5th Avenue		
Address Line 2:	50th Floor		
Address Line 4:	New York, NEW YORK 10110		
NAME OF SUBMITTER:	Jun Kang		
SIGNATURE:	/Jun Kang/		
DATE SIGNED:	12/17/2019		
Total Attachments: 5			
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OP \$40.00 5172325

TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), effective as of January 1, 2019 (the "Effective Date"), is made by and between 525 America LLC, a Delaware limited liability company, NYC Alliance Holdings Ltd. (and its successor NYC Alliance Holdings LLC), NYC Alliance Company LLC, NYC Alliance Group LLC, Long Group Holdings Limited (HK), a Hong Kong limited company, WHPH LLC, a Delaware limited liability company, Designow LLC, a Delaware limited liability company, Long Brilliance Holdings Limited (each the "Seller", and collectively, "Sellers"), and NXT Brands LLC, a Delaware limited liability company (the "Purchaser") (each a "Party," and collectively, the "Parties").

In consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. Effective as of the Effective Date, Seller hereby sells, assigns, conveys and transfers to Purchaser, for Purchaser's sole and exclusive use and enjoyment, all of Seller's right, title and interest, throughout the world, in and to the trademark registrations and applications set forth in Schedule A attached hereto, all common law rights thereto, and all rights therein provided by international treaties and conventions (collectively, the "Trademarks"), in each case, together with the goodwill symbolized thereby, including all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present and future infringement, dilution, violation, unlawful imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation, whether presently known or unknown, of such Trademarks.

2. Assumption. Purchaser hereby assumes all obligations, covenants, duties and liabilities, including payment of any fees required to maintain any registrations and applications for registration, relating to the Trademarks arising from and after the date hereof.

3. Trademark License and Royalty. Purchaser shall become the owner of the Trademarks on the Effective Date. From the Effective Date, Purchaser (or the "Licensor") hereby grants to Seller (or the "Licensee") a worldwide non-exclusive and non-transferable license to use the Trademarks in connection with the Licensee's ordinary course of the business. The Licensee shall pay to the Licensor a royalty in respect to each of the Trademarks in amounts to be mutually agreed by the Parties. It is understood that such amount, if applicable, shall be calculated based on a percentage of the "Gross Selling Price" of the goods bearing the applicable Trademark sold or otherwise disposed of by the Licensee in its ordinary course of business (the "Trademarked Goods"). The "Gross Selling Price" shall mean the gross selling price invoiced or charged to others by the Licensee for all Trademarked Goods, reduced by the amount of actual returns only. No deduction shall be made for cash, trade discounts, or other discounts, promotional allowances or uncollectible accounts. The Trademarked Goods are considered sold on the date on which such Trademarked Goods are billed, invoiced, distributed, shipped, and/or

paid for, whichever occurs first. No costs incurred in the manufacture, sale, distribution, advertisement or promotion of the Trademarked Goods or in the payment by the Licensee of any local, state or federal taxes of any nature whatsoever shall be deducted from the gross sales amounts or from any royalty payable to the Licensor.

4. Termination. The license described in the Paragraph 3 may be terminated by the Licensor at any time with a 30-day notice to the Licensee.

5. Further Assurances. Seller covenants and agrees that it will, upon the reasonable request of Purchaser and at Purchaser's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by Purchaser that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Trademarks hereunder, including, without limitation, the Confirmatory Trade Mark Assignment Deed for assignment of certain Trademarks registered in Australia and United Kingdom attached here as Schedule B.

6. Representations and Warranties. Seller makes no warranty, express or implied, with respect to the Trademarks, and Purchaser shall have no recourse against Seller therefor.

7. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, applicable to contracts executed in and to be performed entirely within that state. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in any New York state or federal court sitting in the county and state of New York. The Parties hereto expressly (i) consent and agree to the exclusive jurisdiction of any such court or venue therein, (ii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party hereto and (iii) agree that service of process upon such party in any such action or proceeding shall be effective.

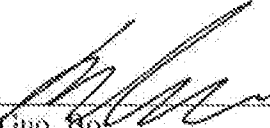
8. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

9. Recordation. If Purchaser elects to record this assignment or any other document or transfer with the U.S. Patent & Trademark Office or applicable foreign governmental or international authorities or registries, Purchaser shall bear all costs and fees associated with recording.


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

Sellers:

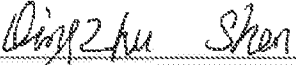
525 America LLC,
NYC Alliance Holdings Ltd. (and its
successor NYC Alliance Holdings LLC),
NYC Alliance Company LLC
NYC Alliance Group LLC,
WHPH LLC,
Designow LLC

By: 
Name: Guo, Bo
Title: Director

Long Brilliance Holdings Limited.

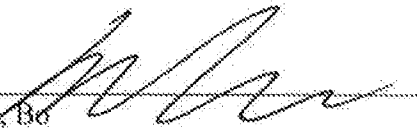
By: 
Name: Zhou, Wan
Title: Director

Long Group Holdings Limited. (HK)

By: 
Name: Shen, Qingzhu
Title: Director

Buyer:

NXT Brands LLC

By: 
Name: Gup, Bo
Title: Director

Schedule A

See Exhibit 1-6

Exhibit 4. WPHH LLC

Owner/Applicant	Country	Mark	Registration/ Application number	Class(es)
WPHH LLC	United States	ET EALS	86750312/5172325	25