

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vamoose Tattoo Removal, LLC	FORMERLY Falben, LLC	01/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Removery, LLC		
Street Address:	P.O. Box 40879		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4628747	VAMOOSE	
CORRESPONDENCE DATA			
Fax Number:	8184446353		
<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:	818-444-6353		
Email:	hantoine@stubbsalderton.com		
Correspondent Name:	Heather Antoine		
Address Line 1:	15260 Ventura Blvd. 20th Floor		
Address Line 4:	Sherman Oaks, CALIFORNIA 91403		
ATTORNEY DOCKET NUMBER:	Removery		
NAME OF SUBMITTER:	Heather Antoine		
SIGNATURE:	/Heather Antoine/		
DATE SIGNED:	01/26/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment Agreement**”) is made and entered into as of January 26, 2021 (“**Effective Date**”) by and between Vamoose Tattoo Removal, LLC, a limited liability company organized in the state of Delaware (f/k/a Falben, LLC, a limited liability company organized in the state of Illinois) (“**Assignor**”), and Removery, LLC, a limited liability company organized in the state of Delaware (“**Assignee**”), each of Assignor and Assignee a “**Party**”, and collectively, the “**Parties**”.

RECITALS

WHEREAS, Assignor owns the following mark and all common-law rights associated therewith and all goodwill of the business associated therewith and symbolized thereby (the “**Mark**”):

VAMOOSE, Reg. No. 4628747

WHEREAS, Assignor wishes to hereby assign to Assignee, and Assignee wishes to acquire from Assignor, all rights, titles and interests to the Mark;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby established, and in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Definitions.

(a) “**Assigned Property**” means the Mark, and all trademark, copyright, trade dress and similar rights, if any, incorporated in or protecting the Mark, including any logos or graphic elements included in the Mark.

(b) “**Encumbrance**” means any equitable interest, mortgage, lien, option (including any right to acquire, right of pre-emption or conversion), pledge, hypothecation, security interest, title retention, easement, encroachment, right of first refusal or negotiation, adverse ownership claim or restriction of any kind, including any restriction on transfer assignment or granting as security, or relating to quiet enjoyment, voting, transfer, receipt of income or exercise of any other attribute of ownership, or any agreement to create any of the foregoing.

(c) “**Mark**” means the trademark described above in Recitals and listed on Schedule A.

2. Assignment to Removery, LLC; Restrictions. Assignor hereby irrevocably and unconditionally assigns to Assignee, all of Assignor’s right, title, and interest in and to the Assigned Property, together with the goodwill of the business symbolized by the Mark. Assignor further irrevocably and unconditionally assigns to Assignee the right to bring all claims for past, present, and future infringement, misappropriation, or other violation of the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement, misappropriation, or other violation as well as the right to grant releases for past infringements.

3. Further Assurances. Assignor will take all actions and execute all documents as Assignee may reasonably request, at the expense of Assignor, to:

(a) effectuate the above transfer to Assignee of the Assigned Property, and the vesting of complete and exclusive ownership in Assignee of the Assigned Property; and

(b) provide Assignee with evidence of Assignor's rights and priority in and Assignor's use of the Assigned Property prior to the Effective Date, in any judicial, opposition, or other proceedings in respect of the Assigned Property, including for revocation of any of Assignor's rights in the Assigned Property.

4. Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) Assignor exclusively owns all right, title and interest in and to the Mark listed on **Schedule A**; (b) Assignor has not granted and will not grant any licenses or other rights to the Mark to any third party; (c) Assignor has not granted to any third party any Encumbrance in the Assigned Property; (d) there are no legal actions, investigations, claims, or proceedings pending or threatened in writing against Assignor relating to the Assigned Property; (e) to the knowledge of Assignor, the Assigned Property does not violate any trademark, trade dress, copyright or similar right of any third party under the laws of the United States of America or any state or territory thereof (but not, for the avoidance of doubt, the laws of any foreign country) and (f) Assignor will not at any point after the Effective Date challenge the validity of the transfer or of Assignee's rights in the Assigned Property.

5. Indemnification. Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of the breach by Assignor of any of the representations or warranties made by Assignor in Section 4 of this Assignment Agreement.

6. Miscellaneous.

(a) Expenses. All costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with this Assignment Agreement will be paid by the Party incurring those costs and expenses.

(b) Arms-Length. Each Party acknowledges and agrees that the Assignment Agreement is the product of an arm's-length negotiation, without duress, coercion, or collusion, and will be interpreted as agreements between two Parties of equal bargaining strength.

(c) Entire Agreement. This Assignment Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written negotiations, communications, discussions, and correspondence pertaining to the subject matter of this Assignment Agreement.

(d) Amendments and Waivers. This Assignment Agreement may only be amended or modified by an instrument in writing signed by each Party

(e) Binding Effect. This Assignment Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns.

(f) Governing Law. The interpretation and enforceability of this Assignment Agreement and the rights and liabilities of the Parties under this Assignment Agreement will be governed by the laws of the State of California.

(g) Jurisdiction. Each Party hereby irrevocably submits to the personal jurisdiction of any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action or proceeding arising out of or relating to any of this Assignment Agreement. Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which that Party may raise now, or later have, to the laying of the venue of any such suit,

action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Each Party agrees that, to the fullest extent permitted by applicable law, a final judgment in any such suit, action, or proceeding brought in such a court will be conclusive and binding upon such Party, and may be enforced in any court of the jurisdiction in which such Party is or may be subject by a suit upon such judgment.

(h) **Specific Performance.** The Parties agree that irreparable damage would occur if any provision of the Assignment Agreement were not performed in accordance with the terms of the Assignment Agreement, and that the Parties will be entitled to seek specific performance of the terms of the Assignment Agreement, in addition to any other remedy to which they are entitled at law or in equity.

(i) **Attorneys' Fees.** In any suit, action, counterclaim, or arbitration brought relating to this Assignment Agreement or the breach or alleged breach of this Assignment Agreement, the prevailing Party will be entitled to recover reasonable attorneys' fees and litigation expenses. For purposes of this Section "prevailing Party" will mean: (a) a prevailing Party in any litigation as determined by a court of competent jurisdiction; and (b) a Party who agrees to dismiss an action or proceeding with prejudice upon the other's payment of the sums allegedly due or performance of covenants allegedly breached

(j) **Severability.** If any provision of the Assignment Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or void, that provision will be enforced to the fullest extent permitted by applicable law, and the remainder of the Assignment Agreement will remain in full force and effect. If the time period or scope of any provision is declared by a court of competent jurisdiction to exceed the maximum time period or scope that that court deems enforceable, then that court will reduce the time period or scope to the maximum time period or scope permitted by law. If the geographic region or scope of any provision is declared by a court of competent jurisdiction to exceed the maximum geographic region or scope that that court deems enforceable, then that court will reduce the geographic region or scope to the maximum time period or scope permitted by law.

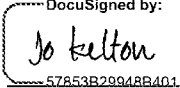
(k) **Counterparts.** The Assignment Agreement and any document related to the Assignment Agreement may be executed by the Parties on any number of separate counterparts, by facsimile or email, and all of those counterparts taken together will be deemed to constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same document. A facsimile or portable document format (".pdf") signature page will constitute an original for the purposes of this Section.

{signatures on the next page }

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

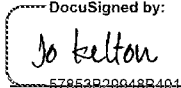
VAMOOSSE TATTOO REMOVAL, LLC

By: 
Name: Jo Kelton
Title: Manager

Date: January 26, 2021

ASSIGNEE:

REMOVERY, LLC

By: 
Name: Jo Kelton
Title: Chief Operating Officer

Date: January 26, 2021

SCHEDULE A:

MARK
VAMOOSE

REGISTRATION NO.
4628747