

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626568

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900584495		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sienna International (Hong Kong) Limited		10/05/2020	Limited Liability Company: HONG KONG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sienna NV, LLC		
<b>Street Address:</b>	1755 E. Prater Way		
<b>City:</b>	Sparks		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89434		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5323752	SIENNA	
<b>Registration Number:</b>	2659790	COLOR OF CHRISTMAS	
<b>Registration Number:</b>	1620610	LIGHTS IN MOTION	
<b>Registration Number:</b>	2660345	SUMMER NIGHTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7757866179		
<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>	(775) 327-3000		
<b>Email:</b>	docket@hollandhart.com		
<b>Correspondent Name:</b>	Robert C. Ryan		
<b>Address Line 1:</b>	5441 Kietzke Lane		
<b>Address Line 2:</b>	Second Floor		
<b>Address Line 4:</b>	Reno, NEVADA 89511		
<b>ATTORNEY DOCKET NUMBER:</b>	J HOFERT 110230.0001		
<b>NAME OF SUBMITTER:</b>	Robert C. Ryan		
<b>SIGNATURE:</b>	/Robert C. Ryan/		
<b>DATE SIGNED:</b>	02/16/2021		

**Total Attachments: 12**

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source=Copy of Original request for recording dated December 9, 2020#page1.tif

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## EXHIBIT 1

### RECORDING WORDWIDE INTELLECTUAL PROPERTY ASSIGNMENT

This Worldwide Intellectual Property Assignment ("Assignment"), dated as of ~~September~~ <sup>October</sup> 5, 2020 (the "Effective Date"), is made by and between Sienna International (Hong Kong) Limited, a Hong Kong limited liability company (the "Assignors"), and Sienna NV, LLC, a Nevada limited liability corporation ("Assignee"). Assignor and Assignee, individually or together, shall be referred to as the "Party" or the "Parties."

WHEREAS, Assignor owns the entire right, title, and interest in and to the intellectual property listed in Schedule A (the "Intellectual Property" including as further defined in Section 1 below); and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. **Assignment.** Assignor hereby assigns all right, title, and interest in and to the Intellectual Property created, developed, or improved by or for Assignors, including without limitation any and (i) with respect to the Patent identified in Exhibit A, all related inventions, patents, and patent rights (including all continuations, equivalents, extensions, reissues, and foreign counterparts, etc.); (ii) with respect to the Trademarks and Tradename identified in Exhibit A, all other trademarks, service marks, trade names, logos, trade dress, registrations, applications, business name listings, domain names and URLs anywhere in the world (including any goodwill associated therewith) that include any such Trademarks or Tradename and any confusingly similar or colorable imitations of any such Trademarks or Tradename; (iii) moral rights, contract rights, and licensing rights therein; and including any such rights on a worldwide basis, arising under statutory law, common law, or by contract, and whether or not perfected, the right to sue and collect damages for past and future infringement, and any and all other proprietary rights in and to the Intellectual Property, whether presently existing or hereafter acquired pursuant to the laws of the United States, any state thereof, or of any other country. Neither Assignor, nor any of their other successors, related companies, or assigns shall, or aid or abet a third party to, adopt, attempt to register or perfect, register or perfect, use, or license a third party to use, any or all of the Intellectual Property. Within five (5) days of the Effective Date of this Assignment, the Assignor shall change its name and marks, and the names and marks of Assignor's affiliate, Sienna LLC, having offices in Florida, U.S.A., to delete from any such names and marks the term "Sienna" and any confusingly similar or colorable imitation thereof.

2. **Representations and Warranties.** Assignor hereby represents and warrants to Assignee as follows:

2.1 **Authority.** Assignor has (i) the full and exclusive power to assign all right, title, and interest in the Intellectual Property; (ii) has not at any time sold, transferred, assigned, licensed, encumbered, delegated, or pledged any right, title, or interest in or to the Intellectual Property to any third party; and (iii) by this Assignment, has transferred to Assignee all Intellectual Property held or that could be claimed to be owned by Assignor.

2.2 **No Infringement.** To Assignor's knowledge, no person has infringed, violated, or misappropriated, or is infringing, violating, or misappropriating, any of the Intellectual Property. To Assignor's knowledge, the exercise by Assignee of the rights granted under this Assignment will not infringe or otherwise conflict with the rights of any third party.

2.3 **No Conflict.** Assignor has not entered into, and Assignor will not enter into, any agreement either written or oral in conflict with this Agreement.

2.4 **Assignee's Ownership.** As of the Effective Date, Assignee will own all right, title, and interest in and to the Intellectual Property without any license to any other entity or person under, or any other encumbrance of any type on, any such Intellectual Property. Assignor agrees to never challenge or contest, including by aiding or abetting another to do so, Assignee's right to, and ownership of, the Intellectual Property.

2.5 **Indemnity.** Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers, and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorney's fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties, and other obligations hereunder.

### 3. **General.**

3.1 **Entire Agreement.** The Parties acknowledge this Assignment expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either Party to the other except as are expressly set forth in this Assignment. The Parties further acknowledge that this Assignment supersedes, terminates, and otherwise renders null and void any and all prior or contemporaneous agreements or contracts, whether written or oral, entered into between the Parties with respect to the matters expressly set forth in this Assignment.

3.2 **Severability.** If any covenant or provision contained in this Assignment is determined by a court of competent jurisdiction, or by any arbitration panel to which a dispute is submitted, to be invalid, illegal, or incapable of being enforced, then such covenant or provision, with such modification as shall be required in order to render such covenant or provision not invalid, illegal, or incapable of being enforced, shall remain in full force and effect, and all other covenants and provisions contained in this Assignment shall, nevertheless, remain in full force and effect.

**3.3 Counterparts, Headings, and Construction.** Any number of counterparts of this Assignment may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. The headings to each section or paragraph of this Assignment are provided for convenience of reference only and shall have no legal effect in the interpretation of the terms hereof. This Assignment shall not be construed more strongly against any party to this Assignment regardless of who prepared it or any provision in it.

**3.4 Waiver, Amendment, Modification.** No waiver, amendment, or modification, including those by custom, usage of trade, or course of dealing, of this Assignment will be effective unless in writing and signed by the Party against whom such waiver, amendment, or modification is sought to be enforced. No waiver by any Party of any default in performance by the other Party, or of any breach or series of breaches by the other Party, shall constitute a waiver of any subsequent default in performance or breach.

**3.5 Governing Law.** This Assignment shall be governed and construed by the laws of the state of Nevada, USA. Any disputes will be heard in the appropriate federal or state courts located in Reno, Nevada, and the Parties waive their right to object to such jurisdiction or venue.

**3.6 Assignment.** The Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This assignment, however, shall not be assignable by Assignor, and any assignment by Assignor shall be null and void.

**3.7 Further Assurances:** The Assignor shall promptly provide the Assignee, without further compensation from the Assignee, all further assurances and cooperation requested by the Assignee to fulfill the purposes of this Agreement, including without limitation in order to perfect the Assignee's sole right, title, and interest in, and to enforce, any Intellectual Property.

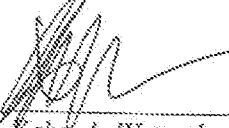
**3.8 Waiver of Conventions:** The Parties hereby waive any Conventions, such as without limitation the Hague Convention, to the extent they are inconsistent with the Governing Law and procedures of the courts identified in Section 3.5; for example and without limitation, the Parties consent to such court's procedures for service of process by mail.

**3.9 Recording Assignment:** The Parties have executed and delivered this Recording Assignment for recording by the Assignee as it chooses.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

Sienna International (Hong Kong) Limited



Kohji A. Watanabe  
Managing Director

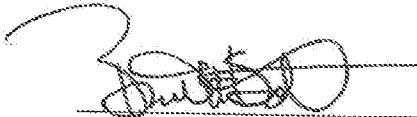


Address:  
Sienna International (Hong Kong) Limited  
Unit 1005, 10/F.  
Harbour Centre Tower 2  
8 Hok Cheung Street  
Hung Hom, Kowloon, Hong Kong

Date: October 05, 2020

**ASSIGNEE:**

Sienna NV, LLC



Bart Scott  
Managing Member  
Address: 1755 E Prater Way,  
Sparks, NV 89434

Date: 12-7-20

**SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT**

Trademarks

Trademark	Country	Reg. No.	Registration Date
SIENNA	USA	5323752	Oct. 31, 2017
SIENNA	Curacao	18447	Aug. 16, 2017
SHIMMERING LIGHTS	USA	NA	NA
COLOR OF CHRISTMAS	USA	2659790	April 24, 1998
LIGHTS IN MOTION	USA	1620610	May 15, 1989
SUMMER NIGHTS	USA	2660345	Sept. 13, 2000

Tradename: Any entity name including the term "SIENNA" or any confusingly similar term or colorable variation thereof.

Patent

Patent No.	Country	Owner
7,152,998	USA	Assignor: Sienna International (Hong Kong) Limited

## EXHIBIT 1

### RECORDING WORDWIDE INTELLECTUAL PROPERTY ASSIGNMENT

This Worldwide Intellectual Property Assignment ("Assignment"), dated as of September \_\_\_\_\_, 2020 (the "Effective Date"), is made by and between Sienna International (Hong Kong) Limited, a Hong Kong limited liability company (the "Assignors"), and Sienna NV, LLC, a Nevada limited liability corporation ("Assignee"). Assignor and Assignee, individually or together, shall be referred to as the "Party" or the "Parties."

WHEREAS, Assignor owns the entire right, title, and interest in and to the intellectual property listed in Schedule A (the "Intellectual Property" including as further defined in Section 1 below); and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. **Assignment.** Assignor hereby assigns all right, title, and interest in and to the Intellectual Property created, developed, or improved by or for Assignors, including without limitation any and (i) with respect to the Patent identified in Exhibit A, all related inventions, patents, and patent rights (including all continuations, equivalents, extensions, reissues, and foreign counterparts, etc.); (ii) with respect to the Trademarks and Tradename identified in Exhibit A, all other trademarks, service marks, trade names, logos, trade dress, registrations, applications, business name listings, domain names and URLs anywhere in the world (including any goodwill associated therewith) that include any such Trademarks or Tradename and any confusingly similar or colorable imitations of any such Trademarks or Tradename; (iii) moral rights, contract rights, and licensing rights therein; and including any such rights on a worldwide basis, arising under statutory law, common law, or by contract, and whether or not perfected, the right to sue and collect damages for past and future infringement, and any and all other proprietary rights in and to the Intellectual Property, whether presently existing or hereafter acquired pursuant to the laws of the United States, any state thereof, or of any other country. Neither Assignor, nor any of their other successors, related companies, or assigns shall, or aid or abet a third party to, adopt, attempt to register or perfect, register or perfect, use, or license a third party to use, any or all of the Intellectual Property. Within five (5) days of the Effective Date of this Assignment, the Assignor shall change its name and marks, and the names and marks of Assignor's affiliate, Sienna LLC, having offices in Florida, U.S.A., to delete from any such names and marks the term "Sienna" and any confusingly similar or colorable imitation thereof.

2. **Representations and Warranties.** Assignor hereby represents and warrants to Assignee as follows:



2.1 **Authority.** Assignor has (i) the full and exclusive power to assign all right, title, and interest in the Intellectual Property; (ii) has not at any time sold, transferred, assigned, licensed, encumbered, delegated, or pledged any right, title, or interest in or to the Intellectual Property to any third party; and (iii) by this Assignment, has transferred to Assignee all Intellectual Property held or that could be claimed to be owned by Assignor.

2.2 **No Infringement.** To Assignor's knowledge, no person has infringed, violated, or misappropriated, or is infringing, violating, or misappropriating, any of the Intellectual Property. To Assignor's knowledge, the exercise by Assignee of the rights granted under this Assignment will not infringe or otherwise conflict with the rights of any third party.

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2.4 **Assignee's Ownership.** As of the Effective Date, Assignee will own all right, title, and interest in and to the Intellectual Property without any license to any other entity or person under, or any other encumbrance of any type on, any such Intellectual Property. Assignor agrees to never challenge or contest, including by aiding or abetting another to do so, Assignee's right to, and ownership of, the Intellectual Property.

2.5 **Indemnity.** Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers, and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorney's fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties, and other obligations hereunder.

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**3.5 Governing Law.** This Assignment shall be governed and construed by the laws of the state of Nevada, USA. Any disputes will be heard in the appropriate federal or state courts located in Reno, Nevada, and the Parties waive their right to object to such jurisdiction or venue.

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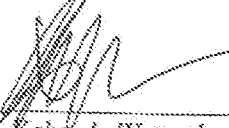
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Sienna International (Hong Kong) Limited



Kohji A. Watanabe  
Managing Director

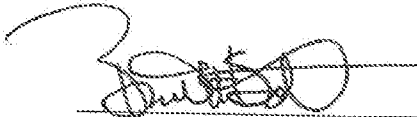


Address:  
Sienna International (Hong Kong) Limited  
Unit 1005, 10/F.  
Harbour Centre Tower 2  
8 Hok Cheung Street  
Hung Hom, Kowloon, Hong Kong

Date: October 05, 2020

**ASSIGNEE:**

Sienna NV, LLC



Bart Scott  
Managing Member  
Address: 1755 E Prater Way,  
Sparks, NV 89434

Date: 12-7-20

**SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT**

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