

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634533

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900601609		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Luxury Atelier LLC		03/09/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	B & H Importers LLC		
<b>Street Address:</b>	1410 Sunset Harbor Drive, Suite 200		
<b>City:</b>	Miami Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33139		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5667387	LA FÊTE DU ROSÉ	
<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>	305-858-6208		
<b>Email:</b>	kristina@simplylegalgroup.com		
<b>Correspondent Name:</b>	Kristina E. Wilson		
<b>Address Line 1:</b>	1200 Brickell Avenue, Suite 850		
<b>Address Line 4:</b>	Miami, FLORIDA 33131		
<b>NAME OF SUBMITTER:</b>	Kristina E. Wilson		
<b>SIGNATURE:</b>	/s/ Kristina E. Wilson		
<b>DATE SIGNED:</b>	03/25/2021		
<b>Total Attachments: 2</b>			
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source=Assignment and Assumption Agreement (Updated) (Executed)#page2.tif			

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "**Agreement**"), effective as of March 9, 2021 (the "**Effective Date**"), is by and between The Luxury Atelier LLC, a Florida limited liability company, doing business as LA Marketing Group, having an address at 1521 Alton Road, Suite 374, Miami Beach, Florida ("**Seller**"), and B & H Importers LLC, a Delaware limited liability company ("**Buyer**"). Buyer and Seller may be referred to herein individually as "**Party**" or collectively, as the "**Parties.**"

**WHEREAS**, Seller and Buyer have entered into a certain Asset Purchase Agreement dated as of March 9, 2021 (the "**Purchase Agreement**"), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Buyer has agreed to assume all of Seller's duties and obligations under the Purchased Assets (as defined in the Purchase Agreement), including the part of the good will of Seller's business connected with the use of and symbolized by the mark "LA FÊTE DU ROSÉ".

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. **Assignment and Assumption.** Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Purchased Assets. Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the Purchased Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under the Purchased Assets accruing on and after the Effective Date and as set forth more fully in the Purchase Agreement.

3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and the Brand are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by 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 Agreement.

6. **Further Assurances.** Each of the Parties hereto shall execute and deliver, at the reasonable request of the other Party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**Seller:**

The Luxury Atelier LLC,  
d/b/a LA Marketing Group,  
a Florida limited liability company

*Donae M. Burston*

By: Donae M. Burston (Mar 24, 2021 18:07 EDT)

Name: Donae Burston

Title: Managing Partner

**Buyer:**

B & H Importers LLC  
a Delaware limited liability company

*Donae M. Burston*

By: Donae M. Burston (Mar 24, 2021 18:07 EDT)

Name: Donae Burston

Title: CEO