

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684563

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-----------------------|
| Ambiance - LL Ohio & Co. | | 10/19/2021 | Corporation: MICHIGAN |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------|
| Name: | Lover's Lane I.P., LTD. |
| Street Address: | 46750 Port Street |
| City: | Plymouth |
| State/Country: | MICHIGAN |
| Postal Code: | 48170 |
| Entity Type: | Corporation: MICHIGAN |

PROPERTY NUMBERS Total: 19

| Property Type | Number | Word Mark |
|----------------|----------|----------------------------------|
| Serial Number: | 74165667 | AMBIANCE THE STORE FOR LOVERS |
| Serial Number: | 74360278 | THE STORE FOR LOVERS |
| Serial Number: | 74497692 | ENHANCE YOUR ROMANCE |
| Serial Number: | 74497693 | GIFTS OF PASSION |
| Serial Number: | 75183202 | THE GREAT LOVERS CLUB |
| Serial Number: | 75232952 | THE STORE FOR LOVERS |
| Serial Number: | 75232955 | AMBIANCE |
| Serial Number: | 76205104 | GREAT LOVERS |
| Serial Number: | 76398741 | THE STORE FOR LOVERS! |
| Serial Number: | 76398742 | AMBIANCE |
| Serial Number: | 76398743 | THE GREAT LOVERS CLUB |
| Serial Number: | 76399160 | THE GREAT LOVERS CLUB |
| Serial Number: | 76399161 | AMBIANCE |
| Serial Number: | 78184991 | A REVOLUTION IN ROMANCE |
| Serial Number: | 78236592 | ROMANCE CONSULTANTS |
| Serial Number: | 77777559 | PLAYCATION |
| Serial Number: | 85916764 | TAKE PRIDE IN YOUR LOVE LIFE |
| Serial Number: | 85908853 | MONOGAMY SHOULDN'T BE MONOTONOUS |

CH \$490.00 74165667

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 74394792 | AMBIANCE |

CORRESPONDENCE DATA

Fax Number: 2483513082

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: 2483513000

Email: trademark@jaffelaw.com

Correspondent Name: Jeremy D. Bisdorf

Address Line 1: 27777 Franklin Rd.

Address Line 2: Suite 2500

Address Line 4: Southfield, MICHIGAN 48034

| | |
|---------------------------|---------------------------------------|
| NAME OF SUBMITTER: | Jeremy D. Bisdorf, Attorney of Record |
| SIGNATURE: | /s/ Jeremy D. Bisdorf |
| DATE SIGNED: | 10/29/2021 |

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “**Assignment**”), effective as of the last date below written, is made by and between Ambiance – LL Ohio & Co., a Michigan corporation with a business address at 46750 Port St., Plymouth, MI 48170 (“**Assignor**”) and Lover’s Lane I.P., LTD., a Michigan corporation, with business address at 46750 Port Street, Plymouth, MI 48170 (“**Assignee**”) (collectively the “**Parties**”).

RECITALS:

- A. Assignor is the owner of record of the trademark registrations listed on Exhibit A along with the common law rights in the trademarks associated therewith (the “Trademarks”).
- B. Assignee desires to acquire all of Assignor’s entire right, title, and interest in and to the Trademarks, together with the goodwill associated with the Trademarks.
- C. Assignor desires to transfer to Assignee all of Assignor’s rights in the Trademarks.
- D. Assignor has conveyed, transferred, and assigned to Assignee, among other assets certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title, and interest in and to the Trademarks, together with all the goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, an any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment, sale, conveyance, and transfer had not been made.

3. Assignor further covenants and agrees that it shall, at any time, upon Assignee’s request, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.

4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademarks Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks. Assignor agrees to cooperate to sign and deliver to Assignee any further assignment documents reasonably requested by Assignee to effectuate the assignment of the Trademarks to Assignee.

5. The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.

7. This Assignment shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

8. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

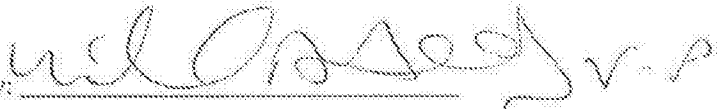
9. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney if wanted. The parties affirmatively state that they understand the contents of this Assignment and sign this Assignment as their free act and deed.

Signatures on Following Page

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date set forth below.

ASSIGNOR:

Ambiance - LL Ohio & Co.,
a Michigan corporation

By:  V.P.

Print Name: Michael D. Allmond

Its: Authorized Representative and Vice
President

Dated: October 19, 2021

ASSIGNMENT ACCEPTED:

ASSIGNEE:

Lover's Lane LP, Ltd.,
a Michigan corporation

By:  V.P.

Print Name: Michael D. Allmond

Its: Vice President

Dated: October 19, 2021

EXHIBIT A

ASSIGNED TRADEMARKS

| SERIAL NO. | REGISTRATION NO. | MARK |
|-------------------|-------------------------|----------------------------------|
| 74165667 | 1682305 | Ambiance, The Store for Lovers |
| 74360278 | 1801271 | The Store for Lovers |
| 74497692 | 1889021 | Enhance Your Romance |
| 74394792 | 1852729 | AMBIANCE |
| 74497693 | 1879023 | Gifts of Passion |
| 75183202 | 2093249 | The Great Lovers Club |
| 75232952 | 2137099 | The Store For Lovers |
| 75232955 | 2137100 | Ambiance |
| 76205104 | 2599237 | Great Lovers |
| 76398741 | 2728825 | The Store For Lovers! |
| 76398742 | 2761036 | Ambiance |
| 76398743 | 2728826 | The Great Lovers Club |
| 76399160 | 2728827 | The Great Lovers Club |
| 76399161 | 2770974 | Ambiance |
| 78184991 | 2766915 | A Revolution in Romance |
| 78236592 | 2946925 | Romance Consultants |
| 77777559 | 3931834 | Playcation |
| 85916764 | 4509464 | Take Pride In Your Love Life |
| 85908853 | | Monogamy Shouldn't Be Monotonous |