# CH \$40.00 550950

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM733718

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

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Removery, LLC		05/19/2022	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Maesa LLC	
Street Address:	225 Liberty Street, Suite 2301	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10281	
Entity Type:	Limited Liability Company: CALIFORNIA	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5509503	THE FINERY

# **CORRESPONDENCE DATA**

**Fax Number:** 8184446353

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:** 818-444-6353

**Email:** hantoine@stubbsalderton.com

Correspondent Name: Heather A. Antoine

Address Line 1: 15260 Ventura Blvd., 20th Floor
Address Line 4: Sherman Oaks, CALIFORNIA 91403

ATTORNEY DOCKET NUMBER:	Removery
NAME OF SUBMITTER:	Heather A. Antoine
SIGNATURE:	/Heather Antoine/
DATE SIGNED:	06/10/2022

### **Total Attachments: 3**

source=REMOVERY ASSET PURCHASE (SALE OF FINERY TRADEMARK) 05.19.2022 fully executed.2#page1.tif

source=REMOVERY ASSET PURCHASE (SALE OF FINERY TRADEMARK) 05.19.2022 fully executed.2#page2.tif

source=REMOVERY ASSET PURCHASE (SALE OF FINERY TRADEMARK) 05.19.2022 fully

TRADEMARK REEL: 007748 FRAME: 0115

900699889

executed.2#page3.tif

TRADEMARK REEL: 007748 FRAME: 0116

### TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Trademark Assignment") is made and entered into as of this \_\_19\_\_\_\_ day of May, 2022 ("Effective Date"), by and between **Removery**, **LLC**, a limited liability company organized and existing under the laws of Delaware, having its principal place of business at 1400 South Congress, Suite A270, Austin, Texas 78704 ("Removery" or "Assignor"), and **Maesa LLC**, a limited liability company organized and existing under the laws of California, with an address of 225 Liberty Street, Suite 2301, New York, New York 10281 ("Maesa" or "Assignee").

**WHEREAS**, under the terms of the Asset Purchase and Assignment Agreement, Assignor has conveyed, transferred, and assigned to Assignee, certain property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

# **NOW THEREFORE**, Assignee agrees as follows:

- 1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts; (a) all of Assignor's right, title, and interest in and to the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) 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; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignor's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

TRADEMARK
REEL: 007748 FRAME: 0117

- 3. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase and Assignment Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase and Assignment 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 and Assignment Agreement and the terms of this Trademark Assignment, the terms of the Asset Purchase and Assignment Agreement shall govern.
- 4. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, PDF, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 5. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

**IN WITNESS WHEREOF**, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Removery, LLC

By: Jo Kelton
Jo Kelton (May 10, 2022 18:14 CDT)

Name: Jo Kelton

**Title: Chief Operating Officer** 

**Date:** May 18, 2022

TRADEMARK REEL: 007748 FRAME: 0118

RECORDED: 06/10/2022