OP \$115.00 5869825

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM746722

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bryco Goods, LLC		08/03/2022	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	LAHC US 1 LLC	
Street Address:	1209 Orange Street	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19801	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5869825	BRYCO BABY
Registration Number:	6067685	BRYCO CRAFTS
Registration Number:	6067687	BRYCO BUTCHER
Registration Number:	5689514	BRYCO GOODS

CORRESPONDENCE DATA

Fax Number:

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: 626-795-0500

Email: tmiller@vestedlaw.com

Correspondent Name: Todd R. Miller

Address Line 1: 221 E. Walnut Street, Suite 227
Address Line 4: Pasadena, CALIFORNIA 91101

NAME OF SUBMITTER:	Todd R. Miller
SIGNATURE:	/Todd R. Miller/
DATE SIGNED:	08/08/2022

Total Attachments: 4

source=Trademark_Assignment_Bryco_Goods,_LLC_(TX)_to_LAHC_US_1_-_FINAL#page1.tif source=Trademark_Assignment_Bryco_Goods,_LLC_(TX)_to_LAHC_US_1_-_FINAL#page2.tif

 $source=Trademark_Assignment_Bryco_Goods,_LLC_(TX)_to_LAHC_US_1_-_FINAL\#page3. tifsource=Trademark_Assignment_Bryco_Goods,_LLC_(TX)_to_LAHC_US_1_-_FINAL\#page4. tifsource=Trademark_Assignment_Bryco_Goods,_LLC_(TX)_to_LAHC_(TX)_$

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "<u>Assignment</u>"), dated as of August 3, 2022 (the "<u>Effective Date</u>"), is made by Bryco Goods, LLC, a Texas limited liability company (the "<u>Assignor</u>"), in favor of LAHC US 1 LLC, a Delaware limited liability company (the "<u>Assignee</u>").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Membership Interest Purchase Agreement dated as of the date herewith (the "<u>Purchase Agreement</u>"), pursuant to which the Assignee has agreed to purchase all of the membership interests of Bryco Goods, LLC, a Delaware limited liability company;

WHEREAS, Assignor owns all of the rights, title, and interest in and to the Trademarks (as defined herein) including, but not limited to, any common law rights in the Trademarks and goodwill of the business symbolized and associated with the Trademarks, and, pursuant to the Purchase Agreement, has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies"); and

WHEREAS, capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the following trademark assets (collectively, the "<u>Trademarks</u>"), and which, for the avoidance of doubt, includes all of the goodwill associated with such Trademarks:
- (a) all trademarks set forth on **Schedule 1** including any and all issuances, extensions, and renewals thereof, associated service marks and similar designations of source or origin, together with the goodwill of the business connected with the use of the Trademarks and symbolized thereby and that portion of Assignor's business to which the Trademarks pertains, including, but not limited to, all common law rights in the 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 Effective Date, 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 of the foregoing, with

the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, 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 reasonably necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee or any successor thereto.
- 3. <u>Counterparts</u>. This 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 Assignment delivered by facsimile, e-mail 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.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Assignment and any claim, controversy or dispute arising under or related to this Assignment, or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

2

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

ASSIGNOR:

BRYCO GOODS, LLC, a Texas limited liability company

By: _______________

Name: James Ryan Simmons

Title: Manager

Branson W. Fowle

Name: Branson Wayne Fowle

Title: Manager

ASSIGNEE:

LAHC US 1 LLC, a Delaware limited liability company

By: Richard Colu

Name: Richard Cohen

Title: Manager

RECORDED: 08/08/2022

SCHEDULE 1

TRADEMARKS

Trademark	Agency	Registration Number	Registration Date	Next Required Filing
BRYCO BUTCHER	USPTO	6067687	6.2.2020	6.2.2026
BRYCO CRAFTS	USPTO	6067685	6.2.2020	6.2.2026
BRYCO GOODS	USPTO	5689514	3.5.2019	3.5.2025
BRYCO BABY	USPTO	5869825	9.24.2019	9.24.2025

4