

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785884

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Park Fragrance LLC		01/03/2023	Limited Liability Company:

RECEIVING PARTY DATA

Name:	The Fragrance Group Holdings, LLC
Street Address:	70 West 36th St. Suite 4B
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	90278777	MIND GAMES
Serial Number:	97006138	MIND GAMES CHECKMATE
Serial Number:	97006271	MIND GAMES GRAND MASTER
Serial Number:	97011312	MIND GAMES BLOCKADE
Serial Number:	97010890	MIND GAMES AS-SULI'S DIAMOND
Serial Number:	97010888	MIND GAMES CAISSA
Serial Number:	97006279	MIND GAMES SCHOLAR'S MATE
Serial Number:	97010923	MIND GAMES GARDEZ
Serial Number:	97006268	MIND GAMES CASTLING
Serial Number:	97006292	MIND GAMES J'ADOUBE
Serial Number:	97006288	MIND GAMES DOUBLE ATTACK

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: 2148557591

Email: zduffy@munsch.com

Correspondent Name: William Zac Duffy

Address Line 1: 500 N. Akard Street

TRADEMARK

Address Line 2: Suite 3800
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: William Zac Duffy

SIGNATURE: /William Zac Duffy/

DATE SIGNED: 02/09/2023

Total Attachments: 5

source=TM Assignment 1#page1.tif

source=TM Assignment 1#page2.tif

source=TM Assignment 1#page3.tif

source=TM Assignment 1#page4.tif

source=TM Assignment 1#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of this 3rd day of January, 2023, between Park Fragrance LLC, a New York limited liability company ("Assignor"), and The Fragrance Group Holdings, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Distribution Agreement (defined below).

WHEREAS, Assignor is the sole and exclusive owner of the trademarks and trademark applications detailed on Schedule A (the "Trademarks");

WHEREAS, Assignor and Assignee and certain other parties have entered into Distribution In Kind, Contribution And Assignment Agreement dated on or about the date hereof (the "Distribution Agreement"), pursuant to which Assignor has transferred and assigned to Assignee the Trademarks;

WHEREAS, the assignment of the Trademarks evidenced hereby from Assignor to Assignee is in connection with the sale and assignment of the entire business of the Assignor or the portion of the business to which the Trademarks pertain;

WHEREAS, Assignor desires to further evidence the assignment, transfer, and conveyance of all of Assignor's right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Trademarks (including any common law rights that may exist and are associated therewith), together with the goodwill symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use thereof, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

2. Assignor does hereby authorize the Director of the United States Patent and Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

3. Assignor shall make no further use of the Trademarks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Trademarks after the date of this Trademark Assignment. Further, Assignor shall not use, apply for, obtain, or assist any third party to use, apply for or obtain any application or registration of the Trademarks, or any trademark, service mark, trade name, or other indicia confusingly similar to the Trademarks.

4. Assignor hereby covenants that no Trademark Assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Trademark Assignment.

AS

5. Assignor agrees to execute any further documents or instruments as may be necessary and property to vest full title in and to the Trademarks and other corresponding rights in Assignee.

6. This Assignment may be executed in multiple counterparts and delivered, submitted and filed electronically (including by .pdf), each of which will be deemed an original and all of which together constitute one and the same instrument.

7. This Trademark Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Trademark Assignment shall be governed by, the internal Laws of the State of New York, without giving effect to provisions thereof regarding conflict of Laws.

8. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

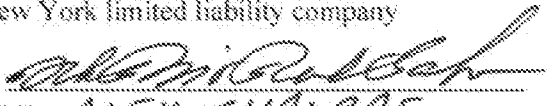
Signature page follows

AS

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

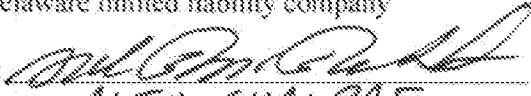
ASSIGNOR:

PARK FRAGRANCE, LLC,
a New York limited liability company

By: 
Name: ALEX SHALBAT
Title: Authorized signatory

ASSIGNEE:

THE FRAGRANCE GROUP HOLDINGS, LLC
a Delaware limited liability company

By: 
Name: ALEX SHALBAT
Title: Authorized signatory

AS

Schedule A

Trademark	Country	App. Filing Date	App. No.	Reg. No	Reg. Date
MIND GAMES-QATAR	Qatar (QIPD)				
MIND GAMES	United States	10/26/2020	90278777		
MIND GAMES CHECKMATE	United States	09/01/2021	97006138		
MIND GAMES GRAND MASTER	United States	09/01/2021	97006271		
MIND GAMES BLOCKADE	United States	09/03/2021	97011312		
MIND GAMES AS-SUL'S DIAMOND	United States	09/03/2021	97010890		
MIND GAMES CAISSA	United States	09/03/2021	97010888		
MIND GAMES SCHOLAR'S MATE	United States	09/01/2021	97006279		
MIND GAMES GARDEZ	United States	09/03/2021	97010923		
MIND GAMES CASTLING	United States	09/01/2021	97006268		
MIND GAMES J'ADOUBE	United States	09/01/2021	97006292		
MIND GAMES DOUBLE ATTACK	United States	09/01/2021	97006288		
MIND GAMES-KUWAIT	Kuwait	11/10/2021	2021/012113	2021/012113	02/14/2022
MIND GAMES	Spain	09/09/2021		1617132	01/28/2022
MIND GAMES	China	10/20/2021	59970937	59970937	03/28/2022
MIND GAMES	United Kingdom			WC000000161713201	01/25/2022
MIND GAMES	Singapore	09/09/2021	40202124096Y	40202124096Y	04/19/2022
MIND GAMES	Saudi Arabia	03/02/2022	337928		

AS

MIND GAMES-U.A.E	United Arab Emirates				
------------------	-------------------------	--	--	--	--

ACTIVE 864384349v1

RECORDED: 02/09/2023

TRADEMARK
REEL: 007966 FRAME: 0297

AS