

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crest Brands LLC		08/02/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	EM2 Brands LLC		
Street Address:	42 West 39th Street		
Internal Address:	FL 13		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88248524	XTREME HEAT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2129617503		
Email:	david@fahamlaw.com		
Correspondent Name:	David Faham		
Address Line 1:	294 Maplewood Ave		
Address Line 4:	Oakhurst, NEW JERSEY 07755		
NAME OF SUBMITTER:	David Faham		
SIGNATURE:	/df/		
DATE SIGNED:	09/07/2023		
Total Attachments: 4			
source=Xtreme Heat - Ezra (1)#page1.tif			
source=Xtreme Heat - Ezra (1)#page2.tif			
source=Xtreme Heat - Ezra (1)#page3.tif			
source=Xtreme Heat - Ezra (1)#page4.tif			

OP \$40.00 88248524

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 2, 2023, is made by Crest Brands LLC a New York limited liability company ("**Assignor**"), in favor of EM2 Brands, LLC, a New York limited liability company ("**Assignee**")

Whereas, Assignor has agreed to convey, transfer and assign to Assignee certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration of five-hundred dollars (\$500) paid by Assignee upon execution of this Trademark Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following trademarks and associated intellectual property, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks as hereinafter defined:

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(c) 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 (a-c collectively, the "**Assigned Trademarks**").

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registrations and applications listed on Schedule 1 hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

(b) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

(c) To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Assigned Trademarks.

4. Disclaimers. Except as expressly provided herein, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Assigned Trademarks.

5. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule.

(d) Counterparts. This Trademark Assignment 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 Trademark 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 Trademark Assignment.

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

Assignor: Crest Brands LLC

By _____

Name:

Title:

Address for Notices: 3 West 35th St., 5th fl, NY
NY 10001

[AGREED TO AND ACCEPTED:

Assignee – EM2 Brands LLC

By _____

Name: Elie Levy

Title: Ceo

Address for Notices: 42 West 39th Street,
13th Floor, New York NY 10018

SCHEDULE 1

ASSIGNED TRADEMARKS

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>	<u>Class</u>	<u>Goods</u>
88248524	6262408	XTREME HEAT	25	Men's clothing, namely, t-shirts, sweatshirts, underwear, boxer shorts, boxer briefs, briefs, long underwear, long-sleeve t-shirts, sweat pants, lounge sets comprised of tops as clothing and bottoms as clothing, jogging pants, pajamas, thermal underwear, base layers, jackets, socks; boys' clothing, namely, t-shirts, sweatshirts, underwear, boxer shorts, boxer briefs, briefs, long underwear, long-sleeve t-shirts, sweat pants, lounge sets comprised of tops as clothing and bottoms as clothing, jogging pants, pajamas, thermal underwear, base layer, jackets, socks; ladies' clothing, namely, camisoles, long underwear, sports bras, tunics, sweat pants, t-shirts, sweatshirts, underwear, panties, bikinis, briefs, long-sleeve t-shirts, lounge sets comprised of tops as clothing and bottoms as clothing, tops as clothing, bottoms as clothing, jogging pants, pajamas, thermal underwear, base layers, jackets, socks; girls' clothing, namely, bralettes, camisoles, long underwear, sports bras, tunics, sweat pants, t-shirts, sweatshirts, underwear, panties, bikinis, briefs, long-sleeve t-shirts, lounge sets comprised of tops as clothing and bottoms as clothing, tops as clothing, bottoms as clothing, jogging pants, pajamas, thermal underwear, base layers, jackets, socks.