

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856909

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cherry App, Inc.		08/10/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JMB Glamsquad, LLC		
<b>Street Address:</b>	169 Madison Ave. #2087		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5835363	CHERRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>			
<b>Phone:</b>	9735972500		
<b>Email:</b>	tmclients@lowenstein.com		
<b>Correspondent Name:</b>	Matthew Hintz, Esq.		
<b>Address Line 1:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	40623.97		
<b>NAME OF SUBMITTER:</b>	Matthew Hintz, Esq.		
<b>SIGNATURE:</b>	/Matthew P. Hintz/		
<b>DATE SIGNED:</b>	11/29/2023		
<b>Total Attachments: 4</b>			
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## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is dated as of August [ <sup>10</sup> ], 2023 (the “Effective Date”), by Cherry App, Inc., a Delaware corporation (the “Assignor”), for the benefit of JMB Glamsquad, LLC, a Delaware limited liability company (the “Assignee”).

WHEREAS, Assignor wishes to transfer, contribute and assign to the Assignee, and the Assignee wishes to accept, all of the Assignor’s right, title and interest in and to the Assignor’s registered and unregistered marks and/or trade names existing as of the Effective Date, including, without limitation, those set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the “Marks”).

NOW, THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement dated August [ ], 2023, by and between the Assignor and Assignee, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor’s right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives. Assignor agrees to give Assignee and/or any person designated by Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignor.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor’s rights in the Marks.

4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

5. No provision of this Assignment is intended to confer upon any person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.

6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of New York.

[Signature page follows.]

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

**CHERRY APP, INC.**

DocuSigned by:

By: **Aaron Coats**

F75C90A77E08112  
Name: Aaron Coats

Title: CEO

**SCHEDULE A**

<b>Country</b>	<b>Trademark</b>	<b>Classes</b>	<b>Reg. No.</b>	<b>Registration Date</b>	<b>Declaration Of Use</b>	<b>Renewal Date</b>
United States	CHERRY	9, 35, 36	5835363	August 13, 2019	August 13, 2025	August 13, 2029