

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leila Shams		01/26/2024	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	TA3 INC		
Street Address:	1370 N. St Andrews Place		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	97559046	THE ULTIMATE POWERSUIT	
Serial Number:	97496147	MEGA SCULPTING FASHION	
Serial Number:	97559042	SUPERPOWER SUIT	
Serial Number:	97559024	LET US DO THE HEAVY LIFTING	
Serial Number:	97559017	LET THE SUIT DO THE WORK	
Serial Number:	97557347	CONFIDENCE BOOSTING SUIT	
Serial Number:	97496151	SNATCHTASTIC	
Serial Number:	97496149	SHAPEWEAR 3.0 THE FUTURE OF SHAPEWEAR	
Serial Number:	97496142	BUILT IN FOR THE WIN	
Serial Number:	97496148	MEGA SCULPTING SUITS	
Registration Number:	5852697	TA3	
Serial Number:	98025914	WAIST3D	
Serial Number:	98035731	MEGA SCULPTING ESSENTIALS	
Serial Number:	98090039	PLUNGEY	
Serial Number:	98090045	SQUAREY	
Serial Number:	98090052	LACEY	
Serial Number:	98090058	SURFY	
Serial Number:	98090065	PUSHY	
Serial Number:	98090066	BUSTY	

OP \$665.00 97559046

Property Type	Number	Word Mark
Serial Number:	98090068	ZIPPY
Serial Number:	98090076	ONE SIDEY
Serial Number:	98090079	SWIMMY
Serial Number:	98090085	OFFY
Serial Number:	98090090	CREWY
Serial Number:	98090096	SKIRTY
Serial Number:	98090101	MAXY

CORRESPONDENCE DATA

Fax Number: 7132288778

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: 7132288600

Email: higgins@obwb.com

Correspondent Name: Osha Bergman Watanabe & Burton LLP

Address Line 1: 1100 Louisiana Street

Address Line 2: Suite 4900

Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	Sheri Higgins
SIGNATURE:	/Sheri Higgins/
DATE SIGNED:	01/26/2024

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the “Assignment”) is effective as of the last date of the signatures below (“Effective Date”), is entered into by and amongst Leila Shams, an individual, with an address at 2029 North Berendo Street, Los Angeles, CA 90027 (“Leila Shams” or “Assignor”), on the one hand, and TA3 Inc., a Delaware corporation, with a principal business address of 1370 N. St Andrews Place, Los Angeles, CA 90028 (“TA3 Inc.” or “Assignee”), on the other hand. Leila Shams/Assignor and TA3/Assignee may be referred to herein individually as a “Party” or jointly or collectively as the “Parties.”

WHEREAS, Assignor claims that it is the owner of all right, title and interest in and to the names, marks, trademarks, service marks, and logos, set forth in the attached “**Exhibit 1**,” and in and to the related registrations and pending applications therefor as shown on the attached Exhibit 1, together with the goodwill of the business symbolized thereby and associated therewith (hereinafter, collectively the “**Marks**”);

WHEREAS, the Parties desires that Assignor transfer to Assignee all rights, title and interest held by Assignor in and to the Marks; and

NOW THEREFORE, in consideration of the mutual promises provided herein, and for other good and valuable consideration, the receipt and adequacy of which each Party hereby acknowledges, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignor, without reservation of any rights, title of interest, hereby irrevocably and unconditionally grants, sells, conveys, transfers and assigns to Assignee, its successors and assigns, all worldwide right, title and interest in and to the Marks, including, but not limited to, all common law rights in the Marks, and the related applications and registrations therefor as set forth on the attached Exhibit 1, together with the goodwill of the business symbolized by the Marks throughout the world, and all claims for and the right to sue for and recover damages, profits, payments, costs, and/or attorneys’ fees for claims of infringement, unfair competition, likelihood of confusion and/or dilution of the Marks, if any, arising prior to and following the Effective Date of this Assignment, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Each Party hereby represent that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, .pdf or digital signature shall be deemed an original.

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IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date

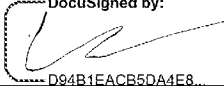
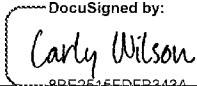
<p>Leila Shams</p> <p>DocuSigned by:  D94B1EACB5DA4E8...</p> <p>By: _____</p> <p>Name: Leila Shams</p> <p>Date: 1/26/2024</p>	<p>TA3 Inc.</p> <p>DocuSigned by:  8BE2616FDFB343A...</p> <p>By: _____</p> <p>Name: Carly Wilson</p> <p>Title: COO</p> <p>Date: 1/26/2024</p>
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EXHIBIT 1

Jurisdiction	Mark	Owner/ Applicant	App./Reg. No.	Class/Services	Reg. Date
U.S.	THE ULTIMATE POWERSUIT	Leila Shams	97559046	IC 25: Bodysuits; Lingerie; Shapewear; Swimsuits; Swimwear; Undergarments	January 23, 2024
U.S.	MEGA SCULPTING FASHION	Leila Shams	97/496,147	IC 25: Bodysuits; Lingerie; Shapewear; Swimsuits; Swimwear; Bottoms as clothing for women; Tops as clothing for women; Women's clothing, namely, shirts, dresses, skirts, blouses	
U.S.	SUPERPOWER SUIT	Leila Shams	97/559,042	IC 25: Bodysuits; Lingerie; Shapewear; Swimsuits; Swimwear; Undergarments	
U.S.	LET US DO THE HEAVY LIFTING	Leila Shams	97/559,024	IC 25: Bodysuits; Lingerie; Shapewear; Swimsuits; Swimwear; Undergarments	
U.S.	LET THE SUIT DO THE WORK	Leila Shams	97/559,017	IC 25: Bodysuits; Lingerie; Shapewear; Swimsuits; Swimwear; Undergarments	
U.S.	CONFIDENCE BOOSTING SUIT	Leila Shams	97/557,347	IC 25: Bodysuits; Lingerie; Shapewear; Swimsuits; Swimwear; Undergarments	
U.S.	SNATCHTASTIC	Leila Shams	97/496,151	IC 25: Bodysuits; Lingerie; Shapewear; Swimsuits; Swimwear; Bottoms as clothing for women; Tops as clothing for women; Women's clothing, namely, shirts, dresses, skirts, blouses	
U.S.	SHAPEWEAR 3.0 THE FUTURE OF SHAPEWEAR	Leila Shams	97/496,149	IC 25: Bodysuits; Lingerie; Shapewear	
U.S.	BUILT IN FOR THE WIN	Leila Shams	97/496,142	IC 25: Bodysuits; Lingerie; Shapewear; Swimsuits; Swimwear; Bottoms as clothing for women; Tops as clothing for women; Women's clothing, namely, shirts, dresses, skirts, blouses	
U.S.	MEGA SCULPTING SUITS	Leila Shams	97/496,148	IC 25: Bodysuits; Shapewear; Swimsuits; Swimwear	
U.S.	TA3	Leila Shams	5,852,697	IC 25: Bottoms as clothing for women; Jumpsuits; Lingerie; Shapewear; Swimwear; Women's clothing, namely, shirts, dresses, skirts, blouses; Tops as clothing for women	September 3, 2019
U.S.	WAIST3D	Leila Shams	98/025,914	IC 25: Bodysuits; Jumpsuits; Lingerie; Shapewear; Swimsuits; Swimwear; Undergarments; Bottoms as clothing for women; Tops as clothing for women; Women's clothing, namely, shirts, dresses, skirts, blouses	
U.S.	MEGA SCULPTING ESSENTIALS	Leila Shams	98/035,731	IC 03: Cosmetics; Sun-block lotions IC 25: Dresses; Swimsuits; Underwear; Bottoms as clothing; Tops as clothing	
U.S.	PLUNGEY	Leila Shams	98/090,039	IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Tops as clothing	
U.S.	SQUAREY	Leila Shams	98/090,045	IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Tops as clothing	
U.S.	LACEY	Leila Shams	98/090,052	IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Tops as clothing	
U.S.	SURFY	Leila Shams	98/090,058	IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Tops as clothing	
U.S.	PUSHY	Leila Shams	98/090,065	IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Tops as clothing	
U.S.	BUSTY	Leila Shams	98/090,066	IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Tops as clothing	
U.S.	ZIPPY	Leila Shams	98/090,068	IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Tops as clothing	
U.S.	ONE SIDEY	Leila Shams	98/090,076	IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Tops as clothing	
U.S.	SWIMMY	Leila Shams	98/090,079	IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Tops as clothing	
U.S.	OFFY	Leila Shams	98/090,085	IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Tops as clothing	
U.S.	CREWY	Leila Shams	98/090,090	IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Tops as clothing	
U.S.	SKIRTY	Leila Shams	98/090,096	IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Skirts; Tops as clothing	

EXHIBIT 1

Jurisdiction	Mark	Owner/ Applicant	App./Reg. No.	Class/Services	Reg. Date
U.S.	MAXY	Leila Shams	98/090,101	<i>IC 25: Bodysuits; Dresses; Shapewear; Swimsuits; Swimwear; Skirts; Tops as clothing</i>	