

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM18356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shine Products, LLC		01/16/2024	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Company Name:	Shine Armor Solutions, LLC		
Street Address:	7901 4th St N		
Internal Address:	STE 300		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33702		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5789719	SHINE ARMOR	
CORRESPONDENCE DATA			
Fax Number:	2486475210		
<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:	2482031615		
Email:	mark.schneider@dinsmore.com		
Correspondent Name:	Mark D. Schneider		
Address Line 1:	900 Wilshire Drive		
Address Line 2:	Suite 300		
Address Line 4:	Troy, MICHIGAN 48084		
ATTORNEY DOCKET NUMBER:	SHAR0003TA		
NAME OF SUBMITTER:	Mark Schneider		
SIGNATURE:	Mark Schneider		
DATE SIGNED:	02/06/2024		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”), dated as of January 16, 2024 (“Effective Date”), is entered by and among Shine Products, LLC d/b/a Shine Armor, a limited liability company organized and existing under the laws of Florida (“Assignor”), and Shine Armor Solutions, LLC, limited liability company organized and existing under the laws of Florida (“Assignee”) (each of Assignor and Assignee a “Party” and together the “Parties”).

WHEREAS, Assignor desires to sell, and Assignee wishes to buy, certain intellectual property assets owned by Assignor, as identified in Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged:

1. Assignor, on behalf of itself and its affiliates, irrevocably sells, assigns, conveys, delivers and transfers to Assignee all right, title and interest in, to and under (i) any and all trademarks, service marks, trade dress, brand names, logos, domain names, social media accounts and related user names, trade names, business names right of privacy and common law right of publicity, corporate names and other indications of origin (in each case, whether or not registered) in the United States and all other nations throughout the world for SHINE and SHINE ARMOR, including all variations, derivations, combinations, registrations, renewals and applications for registration of the foregoing and all goodwill associated with any of the foregoing, including the trademarks and domain names set forth on Exhibit A attached hereto, including any and all copyright attached to or associated therewith, in each case to be held and enjoyed and registered or otherwise protected by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, (ii) all rights to sue, claim, and recover for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing, (iii) all income, royalties, damages, injunctive relief, and payments now or hereafter due or payable with respect to any of the foregoing and (iv) any and all corresponding rights that, now or hereafter, may be secured throughout the world (“Assigned IP”). Without limitation to the generality of the foregoing, with respect to the United States intent-to-use trademark applications included on Exhibit A (“ITU Applications”), the assignment granted under this Agreement accompanies the transfer of Assignor’s business or portion of the business to which such ITU Application pertains, and that business is ongoing and existing, or the transfer of such ITU 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 ITU Applications or the validity or enforceability of registrations issuing from such ITU Applications.
2. On or immediately after the Effective Date, Assignor shall, and shall cause its applicable affiliates to, transfer any and all domain names and social media accounts included in the Assigned IP from Assignor’s or such affiliates’ account to Assignee’s account (such that Assignee will be listed as the registrant and/or owner of such domain names and social media accounts in the applicable registrar) and shall deliver to Assignee all necessary Auth-Info codes and all other required passwords necessary to unlock and control such domain names and social media accounts.

3. Upon the reasonable request by Assignee, Assignor shall, and shall cause its applicable affiliates to, execute all documents and take all actions as may be reasonably necessary to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned IP, in each case, without further compensation but at the expense of Assignee. In the event that any Assignor or any applicable affiliate fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor, on behalf of itself and its affiliates, designates Assignee as such Assignor's and its applicable affiliates' agent, and grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of executing such documents or taking such actions.
4. Assignor, on behalf of itself and its affiliates, authorizes and requests the officials of the United States Patent and Trademark Office, and corresponding officials of equivalent government offices and agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of all right, title and interest in, to and under the Assigned IP.
5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Florida, regardless of the laws that might otherwise govern under applicable principles of choice of law or conflicts of law rules or provisions thereof to the extent they would result in the application of the laws of another jurisdiction. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
6. This Assignment may be executed and delivered in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, with the same effect as if the signatures thereto were upon the same instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (e.g., www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective as delivery of a manually executed counterpart of this Assignment. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto.
7. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the performance of such obligations will not conflict with or result in a breach of any agreement to which such Party is a party or is otherwise bound.
8. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
9. No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude,

cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

10. This Agreement has been negotiated by the respective Parties hereto and their attorneys, and the language hereof will not be construed for or against either party. Each party has had the opportunity to, and has obtained, advice of legal counsel relating to this Agreement. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole. The term “including”, and its variants are not limiting and shall be interpreted to be followed by the words “without limitation”.
11. This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**ASSIGNOR:
SHINE PRODUCTS, LLC.**

By: Brian Baer
Name: Brian Baer
Title: Manager

**ASSIGNEE:
SHINE ARMOR SOLUTIONS LLC**

By: _____
Name: Paul Herskovitz
Title: Partner

cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

10. This Agreement has been negotiated by the respective Parties hereto and their attorneys, and the language hereof will not be construed for or against either party. Each party has had the opportunity to, and has obtained, advice of legal counsel relating to this Agreement. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole. The term “including”, and its variants are not limiting and shall be interpreted to be followed by the words “without limitation”.
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**ASSIGNOR:
SHINE PRODUCTS, LLC.**

By: _____
Name: Brian Baer
Title: Manager

**ASSIGNEE:
SHINE ARMOR SOLUTIONS LLC**

By: Paul Herskovitz
Name: Paul Herskovitz
Title: Partner

EXHIBIT A
ASSIGNED IP

A1 – PATENTS / REGISTERED DESIGNS.

■

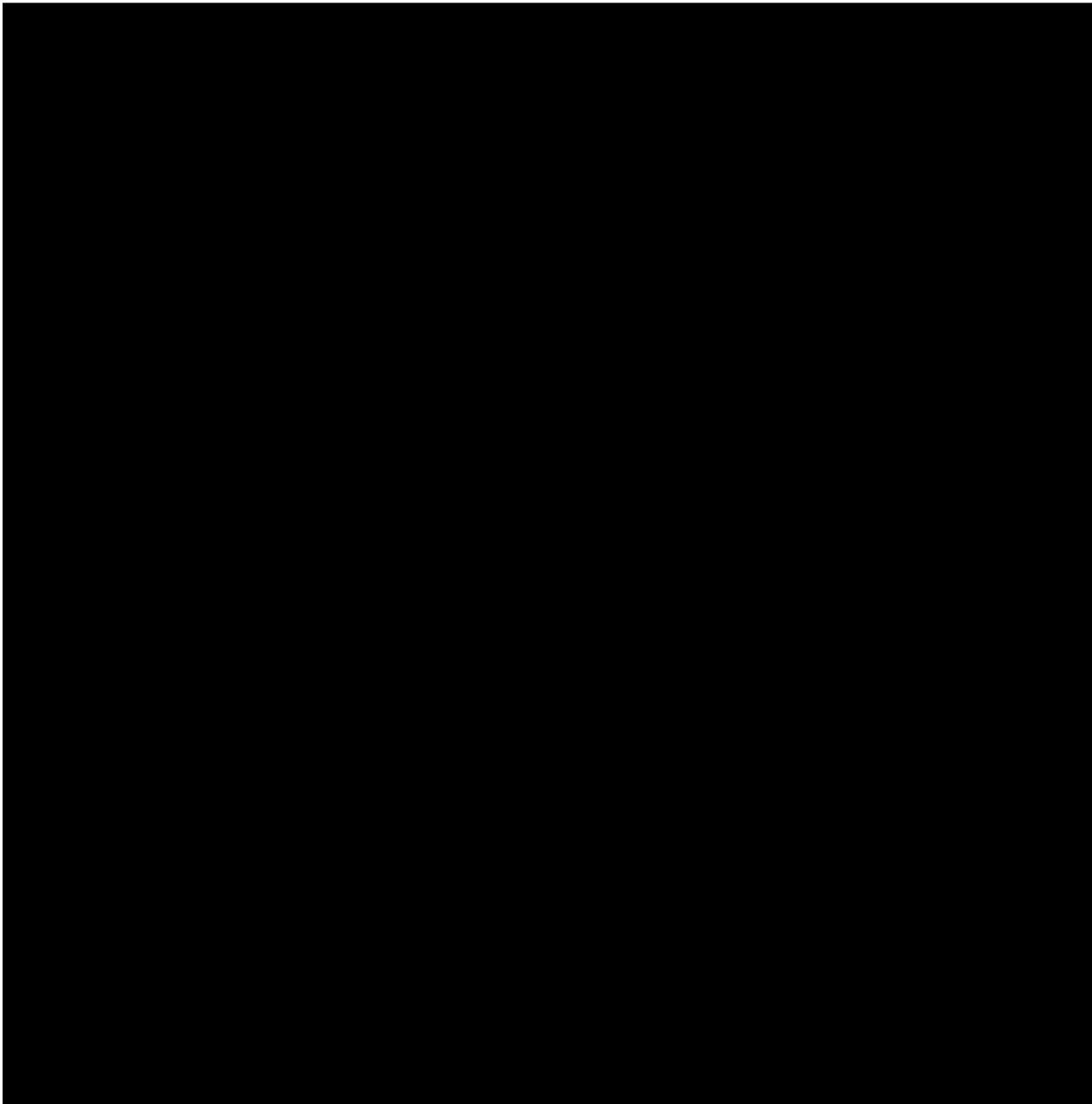
A2 – PACKAGING and COPYRIGHT

■ [REDACTED]






■ [REDACTED]

■ [REDACTED]

[REDACTED]

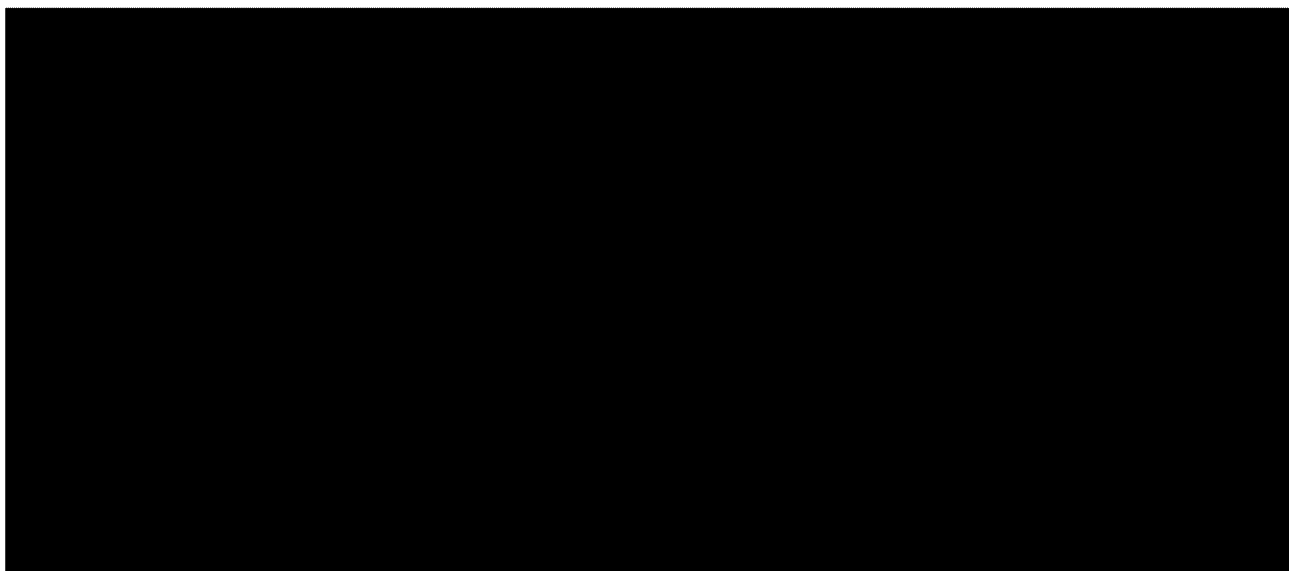


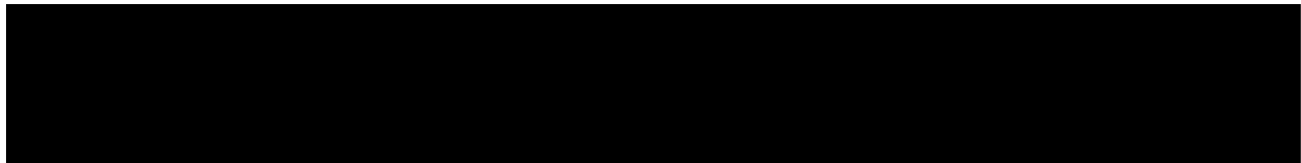
A3.1 – REGISTERED MARKS:

Jurisdiction	Mark	Serial No. (SN) Reg. No. (RN)	Owner Information	Status
United States	Shine Armor	88102863 5789719	Shine Products, LLC	Registered.
				

Canada	Shine Armor	2026913 TMA1144573	Shine Products, LLC	Registered
United Kingdom	Shine Armor	UK00801529260 UK00801529260	Shine Products, LLC	Registered
Mexico	SHINE ARMOR	M2820879	Shine Products, LLC	Pending
India	Shine Armor	4517042	Shine Products, LLC	Pending
Australia	SHINE ARMOR	2086674 2086674	Shine Products, LLC	Registered
New Zealand	SHINE ARMOR	1146882 1146882	Shine Products, LLC	Registered
WIPO Designating AU, CA, CN, EM, IN, MX, NZ Use requirement: IN, NZ	SHINE ARMOR	1529260	Shine Products, LLC	Registered

A3.2 - UNREGISTERED MARKS:

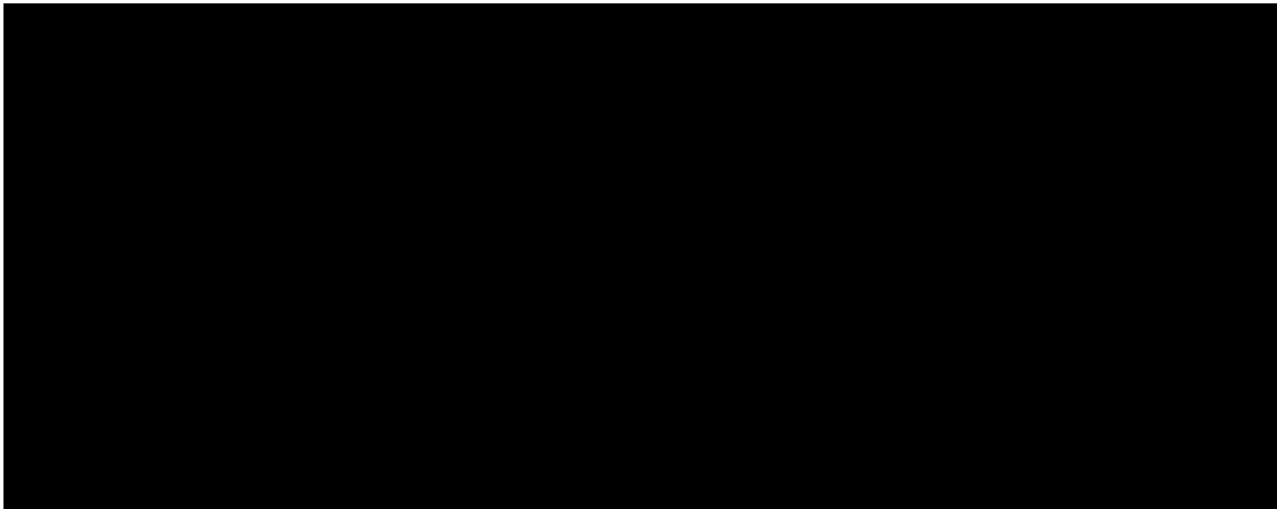




A3.3 – TRADENAMES:



A4 – SOCIAL MEDIA ACCOUNTS:



A5 – DOMAIN NAMES:



A6 – WEBSITES



A7 – FORMULA



A8 – OTHER

