

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI70415

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900832005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Onesie Fashion Newco LLC		01/01/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Company Name:	Torquay eTrading LLC		
Street Address:	82 NASSAU ST # 60375		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5339450	ART-N-FLY	
Registration Number:	7036993	SASSYCUPS	
Registration Number:	6095469	SASSYCUPS	
Registration Number:	6971790	SASSYCUPS SC GIFTS & SUCH	
Registration Number:	5502667	WILL'S	
Serial Number:	97690225	ART-N-FLY	
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:	+4(916)061-76400		
Email:	ip@sellerx.com		
Correspondent Name:	Tomasz Krzywicki		
Address Line 1:	Jägerstr. 41		
Address Line 4:	Berlin, GERMANY 10117		
NAME OF SUBMITTER:	Tomasz Krzywicki		
SIGNATURE:	Tomasz Krzywicki		
DATE SIGNED:	03/05/2024		

Total Attachments: 4

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source=20231220 IP Assignment Agreement - Onesie to Torquay (Execution).docx#page1.tif

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Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TORQUAY ETRADING LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTH DAY OF MARCH, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "TORQUAY ETRADING LLC" WAS FORMED ON THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



7871616 8300

SR# 20230889888

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 202852220

Date: 03-07-23

TRADEMARK
REEL: 008357 FRAME: 0260

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”) is made and entered by and among Onesie Fashion Newco LLC (the “Seller”), in favor of Torquay eTrading LLC (the “Buyer”).

RECITALS:

A. The Buyer, the Seller, and certain other party thereto have entered into an asset purchase agreement dated as of the date hereof (the “Purchase Agreement”), pursuant to which the Seller has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Seller, certain of the assets of the Seller as from 1 January 2023 (the “Effective Date”).

B. Pursuant to the Purchase Agreement, the Seller is conveying, transferring, and assigning to the Buyer, certain intellectual property of the Seller, and has agreed to execute and deliver this IP Assignment to reflect such conveyance, transfer, and assignment and for recording with the EUIPO, the UK IPO, the USPTO, the WIPO and any corresponding entities or agencies in any applicable jurisdictions.

AGREEMENT:

NOW THEREFORE, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers, and assigns to the Buyer as from the Effective Date all right, title, and interest in and to the following (collectively, the “Assigned IP”):

(a) all the Intellectual Property Assets and all of the Seller’s right, title, and interest in, to, and under any assigned contracts relating to the Intellectual Property Assets;

(b) the trademarks set forth on Schedule 1 hereto , and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the trademarks;

(c) all rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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.

2. Recordation and Further Actions. The Seller hereby authorizes the Commissioner for the EUIPO, the WIPO, the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Buyer. Following the Effective Date, the Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence, or perfect the assignment of the Assigned IP to the Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Buyer with respect to the Assigned IP. Any and all representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Seller and their successors and assigns.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the state of New York, US. without giving effect to any choice or conflict of law provision or rule (whether of the US or any other jurisdiction).

6. Counterparts; Facsimile. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same final IP Assignment. The exchange of copies of this IP Assignment and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this IP Assignment as to the parties and may be used in lieu of the original IP Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the Seller has duly executed and delivered this IP Assignment as of the Effective Date.

THE SELLER:

Onesie Fashion NewCo LLC

By: Elevate Brands OpCo LLC, its managing member

By: Elevate Brands HoldCo Inc., its managing member

Date: 12/20/2023

By: 

Name: Philipp Triebel
Title: Chief Executive Officer

THE BUYER:

Torquay eTrading LLC

By: Elevate Brands OpCo LLC, its managing member

By: Elevate Brands HoldCo Inc., its managing member

Date: 12/20/2023

By: 

Name: Philipp Triebel
Title: Chief Executive Officer

SCHEDULE 1

Trademark	Office	Trademark number
ART-N-FLY	WIPO	1666894
		87422627
ART-N-FLY	USPTO	
		97406256
SASSYCUPS	USPTO	
		018706876
SASSYCUPS	EUIPO	
		UK00003790902
SASSYCUPS	UK IPO	
		88723408
SASSYCUPS	USPTO	
		65792172-21
SASSYCUPS	CNIPA	
		67678972-21
SASSYCUPS	CNIPA	
SASSYCUPS SC GIFTS & SUCH	USPTO	97142485
		87690955
WILL'S	USPTO	
		97690225
ART-N-FLY	USPTO	