

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587995

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/31/2019
RESUBMIT DOCUMENT ID:	900553683

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lova Enterprises International, Inc.		12/31/2019	Corporation: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	JLA Precision Designs, LLC
Street Address:	1802 North Alafaya Trail
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32826
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	87462806	SCENT SLIDES UNPLUGGED
Serial Number:	88795015	LVA
Registration Number:	6022586	BELLE AROMA
Registration Number:	5977747	FRESH RIDE
Serial Number:	87463848	FRAGRANCE WAFER
Serial Number:	87262495	BELLE AROMA
Serial Number:	87263359	FRESH RIDE
Registration Number:	5319095	NO-MELT FRAGRANCE TARTS
Serial Number:	86803471	SCENT SLIDES
Registration Number:	5095172	SCENTRIO
Registration Number:	5000049	PLUGABLES

CORRESPONDENCE DATA

Fax Number:

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: 561.819.4559

Email: paul@lovanorthamerica.com

TRADEMARK

Correspondent Name: JLA Precision Designs, LLC
Address Line 1: 1802 North Alafaya Trail
Address Line 4: Orlando, FLORIDA 32826

NAME OF SUBMITTER: Paul D. Gandy

SIGNATURE: /Paul D. Gandy/

DATE SIGNED: 07/22/2020

Total Attachments: 7

source=CoverSheet#page1.tif

source=6.11.20 Redacted LOVA Agreement#page1.tif

source=6.11.20 Redacted LOVA Agreement#page2.tif

source=6.11.20 Redacted LOVA Agreement#page3.tif

source=6.11.20 Redacted LOVA Agreement#page4.tif

source=6.11.20 Redacted LOVA Agreement#page5.tif

source=6.11.20 Redacted LOVA Agreement#page6.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/31/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lova North America Inc.		12/31/2019	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	JLA Precision Designs, LLC
Street Address:	1802 North Alafaya Trail
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32826
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	87462806	SCENT SLIDES UNPLUGGED
Serial Number:	88795015	LVA
Registration Number:	6022586	BELLE AROMA
Registration Number:	5977747	FRESH RIDE
Serial Number:	87463848	FRAGRANCE WAFER
Serial Number:	87262495	BELLE AROMA
Serial Number:	87263359	FRESH RIDE
Registration Number:	5319095	NO-MELT FRAGRANCE TARTS
Serial Number:	86803471	SCENT SLIDES
Registration Number:	5095172	SCENTRIO
Registration Number:	5000049	PLUGABLES

CORRESPONDENCE DATA

Fax Number:

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: 561.819.4559
 Email: paul@lovanorthamerica.com
 Correspondent Name: JLA Precision Designs, LLC
 Address Line 1: 1802 North Alafaya Trail

TRADEMARK

REEL: 006999 FRAME: 0895

OP \$290.00 87462806

LOVA Asset Purchase Agreement

This Asset Purchase Agreement is made as of this 31st day of December 2019 (the "**Agreement**") by and among JLA Precision Designs, LLC, a Delaware limited liability company ("**Buyer**"), Lova Enterprises International, Inc., a Cayman Islands corporation ("**Seller**"), [REDACTED]

WHEREAS, Seller desires to sell certain assets of its business and Buyer agrees to purchase said assets pursuant to the provisions of this Agreement ("**the Business**");

WHEREAS, [REDACTED] together own not less than 100% of the issued and outstanding shares of capital stock of Seller;

WHEREAS, in connection with the transactions contemplated herein, including Buyer's purchase of the Assets, which includes the goodwill associated with the Business and the confidential, proprietary and trade secret information of Seller, Buyer desires to obtain the covenant not-to-compete, the covenant not-to-solicit and the other restrictive covenants contained herein, and Seller, [REDACTED] desire to enter into such covenants upon the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the premises, representations, warranties, mutual covenants and agreements hereinafter set forth, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **Purchase and Sale of Assets.** At the Closing, Buyer shall pay to Seller the amount of [REDACTED] and upon receipt of such amount, Seller shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to all of the tangible and intangible assets related to or used in connection with the Business, as they exist as of the Closing, together with all accrued benefits and rights pertaining thereto (collectively, the "Assets"), as specified in Schedule A, which is incorporated herein by reference, as well as the right to use the corporate name Lova North America, Inc. and to use the name Lova in any other manner Buyer sees fit. In addition, at the Closing Buyer shall assume outstanding and contingent liabilities of the Seller in amount not to exceed [REDACTED]
2. **Allocation of Purchase Price.** The purchase price shall be allocated as set forth on the attached Schedule B, to be completed by buyer no later than [REDACTED] days after closing.
3. **Lova North America, Inc.** Seller represents, and Buyer acknowledges, that Lova North America, Inc. has been operating at a loss and has certain liabilities to related parties that need to be repaid and will require Buyer to make capital contributions to Lova North America, Inc. [REDACTED]
4. **Representations and Warranties of Seller.** The Seller represents and warrants at closing:
 - a. **Organization.** Seller has all requisite power and authority to sell all assets listed herein.

- b. **Business Names and Trade Names.** Seller has disclosed to Buyer the identify of each and every business entity and trade name utilized by Seller in its businesses as a going concern
 - c. **Title to Assets.** Seller has good and marketable title in and to the Assets, and upon conveyance, transfer, and assignment of the Assets to Buyer by Seller at the Closing, Buyer will acquire and hold, good and marketable title in and to all the Assets, whether real, personal or mixed, in each case, free and clear of any and all options, rights, pledges, mortgages, security interests, liens, charges, claims, burdens, servitudes and other encumbrances whatsoever except as specifically disclosed in this agreement.
 - d. **Condition of Assets.** All of the tangible Assets are in good order, repair, and operating condition subject, however, to the effect of ordinary wear and tear and depreciation arising from lapse of time or use with appropriate maintenance except as noted on the applicable schedule describing such Assets.
 - e. **Pending Claims.** The assets are not subject to any pending claims or investigations, including those related to proper disposal, storage or maintenance of any materials subject to regulation by any governmental entity.
 - f. **Brokers, Finders and Agents.** Neither Seller nor any of its employees have employed any broker, finder or agent or incurred any liability for fees, financial advisory fees or finders ' fees in connection with the transactions contemplated hereby.
5. **Employees.** Buyer has no obligation to retain employees of Lova Enterprises International, Inc. or Lova North America, Inc., but for all employees who are retained, whether remaining as employees of Lova North America, Inc. or hired by JLA Precision Designs, LLC or its affiliates, their service at Lova will count towards eligibility for all benefits and employee programs at JLA Precision Designs, LLC or its affiliates
6. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller that:
 - a. **Organization and Standing.** It is duly organized, validly existing and in good standing as a limited liability company under the laws of the State of Delaware and has full power and authority to perform all of its obligations under this Agreement
 - b. **Authority; No Conflicts.** Buyer has full power and authority to enter into and perform the Agreement and each of the Transaction Documents to which it is a party and to consummate the transactions contemplated thereby in accordance with their respective terms
7. **Covenant Not To Compete, Non-Solicitation.** Each of Seller, [REDACTED] acknowledge and agree that the Business is conducted throughout the United States, Canada, the United Kingdom, and all European Union countries, (the "**Territory**") and that the reputation and goodwill of Seller and the Business, and the value of the Intellectual Property and product designs of the Business, are an integral part of its business success throughout the Territory. The goodwill, Intellectual Property, Product Designs and confidential information of the Business are all included in the Assets that Buyer is purchasing and the Parties all acknowledge all of the same are expected to have a useful commercial value for the span of the Non-competition Period (defined below). If Seller, [REDACTED] deprive Buyer of the goodwill, Intellectual Property, Product Designs and/or confidential information of the Business or in any manner intentionally utilizes Seller's reputation or goodwill, Intellectual Property, Product Designs and/or confidential information in competition with Buyer, Buyer will be deprived of the benefits it has paid for pursuant to this Agreement. Accordingly, as an inducement for Buyer to enter into this Agreement, Seller, [REDACTED] agree to the restrictions contained in this Section 7.

- a. **Non-Competition.** For the period commencing on the Closing Date and continuing until the 5th anniversary of the Closing Date (the "**Non-competition Period**"), each of Seller, [REDACTED] shall not, directly or indirectly, through an Affiliate or otherwise, conduct, manage, operate, engage, participate in, control or have an ownership interest in any business, firm, sole proprietorship, corporation, partnership, limited liability company, joint venture or other entity, enterprise or association that is engaged, anywhere in the Territory, in any business which competes directly or indirectly, with the Business; provided, however, that the foregoing shall not prohibit [REDACTED] from owning stock as a passive investor (and not as a director, employee, consultant, agent or independent contractor) in any publicly owned corporation so long as such ownership in such corporation, directly or indirectly, and when aggregated with the direct or indirect ownership of any Affiliate is less than 2% of the voting stock of such corporation. [REDACTED]
- [REDACTED] During the Non-competition Period, neither Seller, [REDACTED] shall, directly or indirectly, through an Affiliate or otherwise, except with the prior written consent of Buyer, solicit or encourage any client, strategic partner, distributor, customer or supplier of the Business to discontinue or reduce its business with Buyer or to become a client, strategic partner, distributor, customer or supplier of any other entity or person that competes with the Business.
- c. If any provision of this Section 6 is held to be unenforceable because of the scope, duration or area of its applicability, the court making such determination shall have the power to modify such scope, duration or area or all of them, and such provision shall then be applicable in such modified form.
- d. Since a violation of this Section 6.0 will result in irreparable harm to the Business and Buyer, for which money damages alone would not adequately compensate, if Seller, [REDACTED] or any of their Affiliates violates any of the provisions of this Section 6, Buyer shall be entitled to an injunction restraining the commission or continuation of any violation of this Section 6 by such Person, or any other appropriate decree of specific performance. Such remedies shall not be exclusive and shall be in addition to any other remedy that Buyer may have.

8. **Items to be Delivered by Seller.** At the Closing, or within a reasonable period of time thereafter, not to exceed [REDACTED] Seller shall perform all acts necessary to put Buyer in actual and complete possession and control of the Assets, including, but not limited to, the delivery to Buyer of such instruments of sale, assignment, transfer and conveyance duly executed and in form and content satisfactory to counsel for Buyer as are necessary to vest in Buyer good and marketable title to and possession of the Assets. Without limiting the generality of the foregoing, Seller shall deliver the following within [REDACTED] days of Closing:
- A Bill of Sale executed by Seller selling, assigning and transferring to Buyer all right, title and interest in and to any and all personal property and unregistered intangibles, including web sites and use of corporate names.
 - An assignment of any trademarks, website domains, or other intangible property held in the name of Lova Enterprises International, Inc.
 - Updated financial statements for Lova North America, Inc. as [REDACTED]
 - Stock certificates representing 100% of shares outstanding in Lova North America, Inc.

9. **Miscellaneous**


- a. **Compliance with Laws** . Seller shall duly comply in all material respects with all applicable Laws required to be complied with by it to perform under this Agreement and the other Transaction Documents and consummate the transactions contemplated hereby.
- b. **Notices**. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or three (3) days after it is deposited in the United States mail, postage prepaid, sent certified or registered and addressed as shown on the signature page.
- c. **Entire Agreement**. This Agreement and the exhibits and schedules hereto constitute, the entire agreement between the parties hereto pertaining to the subject matters hereof, and supersede all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof. All exhibits and schedules hereto are hereby incorporated into and made a part of this Agreement.
- d. **Amendments**. No amendment, waiver, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the parties or by their duly authorized agents. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. Any amendments that are later found to be required to meet legal requirements of the legal domicile of any of the parties to this Agreement (e.g. Cayman Islands, Texas, [REDACTED] [REDACTED]) shall be accepted by all parties and deemed to be part of this Agreement as of the Closing Date.
- e. **Severability**. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable, and, if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.
- f. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and shall be deemed to have been entered into and performable in part in the State of Delaware.
- g. **Headings and Captions**. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.
- h. **Gender and Number**. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

- i. Counterparts. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document.
- j. Expenses Incident to Enforcement. In any action to enforce the terms of this agreement, the prevailing party shall be entitled to judgment in an amount necessary to compensate it for the expenses incurred in enforcing this agreement, including but not limited to reasonable expert fees, court costs and attorney fees.
- k. Binding Effect on Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns; provided, however, none of the parties to this agreement may assign their rights or obligations hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld, and in the event of any such assignment, all of the terms, covenants, agreements and conditions of this Agreement shall continue to be in full force and effect and the parties hereto shall continue to remain respectively liable and responsible for the due performance of all of the terms, covenants, agreements and conditions of this Agreement which they are respectively obligated to observe and perform. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective legal representatives, heirs, successors and assigns), any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 31st day of December, 2019.

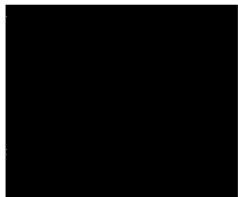
Buyer:

JLA Precision Designs, LLC

 _____



Member/Manager of JLA Precision Designs, LLC



Seller:

Lova Enterprises International, Inc.

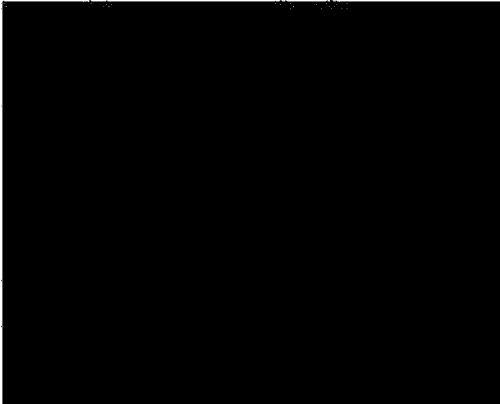


Daniel Anthony Hadley, President

4717 Priem Lane #601, Pflugerville, Texas, 78660

EIN 98-1244011

Selling Stockholder of Lova Enterprises International, Inc.:



Selling Stockholder of Lova Enterprises International, Inc.:

