

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arteo LLC.		06/01/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SellerX Twelve GmbH		
Street Address:	Torstr. 49,		
Internal Address:	c/o MXP Prime Platform GmbH		
City:	Berlin		
State/Country:	GERMANY		
Postal Code:	10119		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6146917	LUKA&LILY	
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>			
Email:	olivier.decombret@sellerx.com		
Correspondent Name:	Olivier de Combret		
Address Line 1:	Torstrasse 49		
Address Line 4:	Berlin, GERMANY 10119		
NAME OF SUBMITTER:	Olivier de Combret		
SIGNATURE:	/Olivier de Combret/		
DATE SIGNED:	08/19/2021		
Total Attachments: 6			
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OP \$40.00 6146917

INTELLECTUAL PROPERTY TRANSFER & ASSIGNMENT

THIS INTELLECTUAL PROPERTY TRANSFER & ASSIGNMENT (this “**IP Assignment**”) dated as of 1 June 2021 (the “**Effective Date**”) is made and entered by and among Arteo LLC. (“**Seller**”), in favor of SellerX Twelve GmbH, a German limited liability company (the “**Buyer**”).

RECITALS:

A. Buyer, Seller, and other parties thereto have entered into an Asset Purchase Agreement dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, substantially all of the assets of Seller. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Seller is conveying, transferring, and assigning to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment to reflect such conveyance, transfer, and assignment and for recording with the United States Patent and Trademark Office 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, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all right, title, and interest in and to the following (collectively, the “**Assigned IP**”):

(a) all the Intellectual Property Assets and all of 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 (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyrights set forth on **Schedule 2** hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”), together with the goodwill of the business connected with the use of, and symbolized by, the Copyrights;

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

(e) 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

(f) 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of the Copyrights of the U.S. Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the Effective Date, Seller shall take such steps and actions, and provide such cooperation and assistance to 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 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 Seller and Buyer with respect to the Assigned IP. The 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 the Seller and shall inure to the benefit of the Buyer and its successors and assigns.


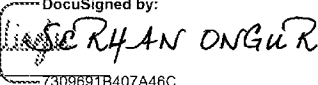
5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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

[Signature page follows]

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

SELLER:

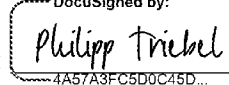
Arteo LLC
By:  
3CDE2B997C6D4A7... 7309691B407A46C...

Name: Emre Bogazliyan TEGHAN ONGUR

Title: Managing Member Managing Member

ACKNOWLEDGED AND AGREED BY BUYER:

SellerX Twelve GmbH

By: 
4A57A3FC5D0C45D...

Name: Philipp Triebel

Title: Director

[Signature Page to IP Assignment]

SCHEDULE 1

ASSIGNED TRADEMARK

United States of America
United States Patent and Trademark Office

Luka&Lily

Reg. No. 6,146,917

Registered Sep. 08, 2020

Int. Cl.: 24

Trademark

Principal Register

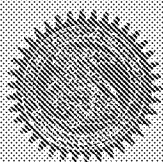
AMSK, LLC, CALIFORNIA LIMITED LIABILITY COMPANY,
1077 Deane Ct. #2
Walpole Creek, CA 94596-9108

CLASS OF Baby Blankets

FIRST USE 8-21-2019, IN COMMERCE 8-21-2019

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY
PARTICULAR FONT, STYLE, SIZE OR COLOR

SER. NO. 88-604,989, FILED 07-29-2020



Andrew L. Hironaka
Director of the United States
Patent and Trademark Office



SCHEDULE 2

ASSIGNED COPYRIGHTS

Registration Number / Date:

VA0002198274 / 2020-02-24

Application Title: Boy's baby blanket - Moon and stars.

Title: Boy's baby blanket - Moon and stars.

Description: Electronic file (eService)

Copyright Claimant:

Serhan Ongur.

Emre Bogazliyanlioglu, Transfer: By written agreement.

Date of Creation: 2019

Date of Publication:

2019-10-01

Nation of First Publication:

United States

Authorship on Application:

Serhan Ongur; Domicile: United States; Citizenship: Turkey.

Authorship: 2-D artwork.

Rights and Permissions:

Serhan Ongur, (650) 476-3072, serhanongur@gmail.com

Names:

Ongur, Serhan

Bogazliyanlioglu, Emre

Type of Work: Visual Material

Registration Number / Date:

VA0002198276 / 2020-02-24

Application Title: Girl's baby blanket - moon and stars.

Title: Girl's baby blanket - moon and stars.

Description: Electronic file (eService)

Copyright Claimant:

Serhan Ongur.

Emre Bogazliyanlioglu, Transfer: By written agreement.

Date of Creation: 2019

Date of Publication:

2019-10-01

Nation of First Publication:

United States

Authorship on Application:

Serhan Ongur; Domicile: United States; Citizenship: Turkey.
Authorship: 2-D artwork.

Rights and Permissions:

Serhan Ongur, (650) 476-3072, serhanongur@gmail.com

Copyright Note:

Basis for Registration: Pictorial and graphic features
identified separately from and capable of existing
independently of the utilitarian aspects of a useful
article.

Names:

Ongur, Serhan
Bogazliyanlioglu, Emre

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