

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684559

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ambiance Inc.		10/19/2021	Corporation:

RECEIVING PARTY DATA

Name:	Ambiance - LL Ohio & Co.
Street Address:	46750 Port Street
City:	Plymouth
State/Country:	MICHIGAN
Postal Code:	48170
Entity Type:	Corporation: MICHIGAN

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	74165667	AMBIANCE THE STORE FOR LOVERS
Serial Number:	74360278	THE STORE FOR LOVERS
Serial Number:	74497692	ENHANCE YOUR ROMANCE
Serial Number:	74394792	AMBIANCE
Serial Number:	74497693	GIFTS OF PASSION
Serial Number:	75183202	THE GREAT LOVERS CLUB
Serial Number:	75232952	THE STORE FOR LOVERS
Serial Number:	75232955	AMBIANCE
Serial Number:	76205104	GREAT LOVERS
Serial Number:	76398741	THE STORE FOR LOVERS!
Serial Number:	76398742	AMBIANCE
Serial Number:	76398743	THE GREAT LOVERS CLUB
Serial Number:	76399160	THE GREAT LOVERS CLUB
Serial Number:	76399161	AMBIANCE
Serial Number:	78184991	A REVOLUTION IN ROMANCE
Serial Number:	78236592	ROMANCE CONSULTANTS
Serial Number:	77777559	PLAYCATION
Serial Number:	85916764	TAKE PRIDE IN YOUR LOVE LIFE

CH \$490.00 74165667

Property Type	Number	Word Mark
Serial Number:	85908853	MONOGAMY SHOULDN'T BE MONOTONOUS
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:	trademark@jaffelaw.com	
Correspondent Name:	Jeremy D. Bisdorf	
Address Line 1:	27777 Franklin Rd., Suite 2500	
Address Line 4:	Southfield, MICHIGAN 48034	
NAME OF SUBMITTER:	Jeremy D. Bisdorf	
SIGNATURE:	/Jeremy D Bisdorf/	
DATE SIGNED:	10/29/2021	
Total Attachments: 5		
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “**Assignment**”), effective as of the last date below written, is made by and between Ambiance Inc., an Ohio corporation with a business address at 17820 Englewood Drive, Suite 12, Middleburg Heights, OH 44130 (“**Assignor**”) and Ambiance – LL Ohio & Co., a Michigan corporation, with business address at 46750 Port St., Plymouth, MI 48170 (“**Assignee**”) (collectively the “**Parties**”).

RECITALS:

- A. Assignor is the owner of record of the trademark registrations listed on Exhibit A along with the common law rights in the trademarks associated therewith (the “Trademarks”).
- B. Assignee desires to acquire all of Assignor’s entire right, title, and interest in and to the Trademarks, together with the goodwill associated with the Trademarks.
- C. Assignor desires to transfer to Assignee all of Assignor’s rights in the Trademarks.
- D. Assignor has conveyed, transferred, and assigned to Assignee, among other assets certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

AGREEMENTS:

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

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title, and interest in and to the Trademarks, together with all the goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, an 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, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment, sale, conveyance, and transfer had not been made.

3. Assignor further covenants and agrees that it shall, at any time, upon Assignee’s request, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.

4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademarks Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks. Assignor agrees to cooperate to sign and deliver to Assignee any further assignment documents reasonably requested by Assignee to effectuate the assignment of the Trademarks to Assignee.

5. The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.

7. This Assignment shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

8. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.


9. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney if wanted. The parties affirmatively state that they understand the contents of this Assignment and sign this Assignment as their free act and deed.

Signatures on Following Page

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date set forth below.

ASSIGNOR:

Ambiance Inc.,
a Ohio corporation

By: 
Print Name: JENNIFER DOWNEY
Its: PRESIDENT
Dated: October 19, 2021

ASSIGNMENT ACCEPTED:

ASSIGNEE:

Ambiance- LL Ohio & Co.
a Michigan corporation

By: _____
Print Name: _____
Its: _____
Dated: _____

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date set forth below.

ASSIGNOR:

Ambiance Inc.,
a Ohio corporation

By: _____

Print Name: _____

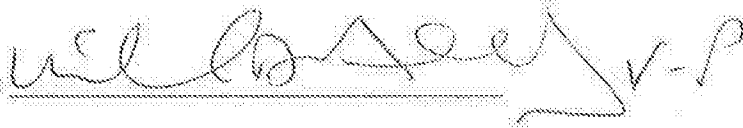
Its: _____

Dated: _____

ASSIGNMENT ACCEPTED:

ASSIGNEE:

Ambiance - LL Ohio & Co.
a Michigan corporation

By:  _____

Print Name: Michael D. Allmond

Its: Authorized Representative and Vice President

Dated: October 19, 2021

EXHIBIT A

ASSIGNED TRADEMARKS

SERIAL NO.	REGISTRATION NO.	MARK
74165667	1682305	Ambiance, The Store for Lovers
74360278	1801271	The Store for Lovers
74497692	1889021	Enhance Your Romance
74394792	1852729	AMBIANCE
74497693	1879023	Gifts of Passion
75183202	2093249	The Great Lovers Club
75232952	2137099	The Store For Lovers
75232955	2137100	Ambiance
76205104	2599237	Great Lovers
76398741	2728825	The Store For Lovers!
76398742	2761036	Ambiance
76398743	2728826	The Great Lovers Club
76399160	2728827	The Great Lovers Club
76399161	2770974	Ambiance
78184991	2766915	A Revolution in Romance
78236592	2946925	Romance Consultants
77777559	3931834	Playcation
85916764	4509464	Take Pride In Your Love Life
85908853		Monogamy Shouldn't Be Monotonous