

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liotti, LLC		01/07/2022	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Karaka LLC		
Street Address:	1 East Erie Street, Suite 525-4600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6486559	SYSTEM GALAXY WAX	
Registration Number:	5545704	SOLAVIV	
Registration Number:	5547532	KOLUAWAX	
Registration Number:	6014868	GOODBYE GUNK	
Serial Number:	90388358	KOLUA	
Serial Number:	90274583	TAKE WAXING TO THE NEXT DIMENSION	
Serial Number:	97113078	BROWAX	
Serial Number:	90388327	SYSTEM GALAXY WAX	
CORRESPONDENCE DATA			
Fax Number:	7344184289		
<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:	7344184288		
Email:	trademark@honigman.com		
Correspondent Name:	Julie E.Reitz		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	271280-504851		
NAME OF SUBMITTER:	Julie E. Reitz		

CH \$215.00 6486559

SIGNATURE:	/Julie E. Reitz/
DATE SIGNED:	01/17/2022
Total Attachments: 12 source=[Redacted] Intellectual Property Assignment - KoluaWax (Executed 1-7-22)#page1.tif source=[Redacted] Intellectual Property Assignment - KoluaWax (Executed 1-7-22)#page2.tif source=[Redacted] Intellectual Property Assignment - KoluaWax (Executed 1-7-22)#page3.tif source=[Redacted] Intellectual Property Assignment - KoluaWax (Executed 1-7-22)#page4.tif source=[Redacted] Intellectual Property Assignment - KoluaWax (Executed 1-7-22)#page5.tif source=[Redacted] Intellectual Property Assignment - KoluaWax (Executed 1-7-22)#page6.tif source=[Redacted] Intellectual Property Assignment - KoluaWax (Executed 1-7-22)#page7.tif source=[Redacted] Intellectual Property Assignment - KoluaWax (Executed 1-7-22)#page8.tif source=[Redacted] Intellectual Property Assignment - KoluaWax (Executed 1-7-22)#page9.tif source=[Redacted] Intellectual Property Assignment - KoluaWax (Executed 1-7-22)#page10.tif source=[Redacted] Intellectual Property Assignment - KoluaWax (Executed 1-7-22)#page11.tif source=[Redacted] Intellectual Property Assignment - KoluaWax (Executed 1-7-22)#page12.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of January 7, 2022, is made by and entered among, on the one hand, each of Liotti, LLC, an Ohio limited liability company, located at 460 Overbrooke Rd., Elyria, Ohio 44035 ("Assignor"), and, on the other hand, Karaka LLC, a Delaware limited liability company ("Assignee"). [REDACTED]

1. Assignment. Assignor hereby irrevocably assigns and transfers, and agrees to assign and transfer to Assignee, exclusively, in perpetuity and throughout the universe, all of such Assignor's right, title, and interest of any kind in and to any and all rights in and to the trademarks, [REDACTED] in each case, set forth on Schedule 1 attached hereto, as applicable, including, without limitation, all national, foreign, state and common law registrations and applications therefor, related allied, ancillary, neighboring, and incidental rights in, to, and with respect thereto, all goodwill associated therewith, all renewals and extensions thereof, all reversionary interests, all rights attendant to the ownership thereof, including, without limitation, the right to obtain registrations related thereto in its own name or in that of its licensees, agents, successors, affiliates, and assigns, the exclusive right to apply for, the right to maintain and enforce and the right to sue for all, past, present and future infringements and other violations of any rights therein, and the right to distribute or exploit such intellectual property or any part thereof, or any further work based thereon, or any part thereof (collectively the "Assigned IP"). Assignor waives and agrees not to assert against Assignee all moral rights it may have, if any, in the Assigned IP, to the extent permitted by law. Assignor further assigns all right, title, and interest of any kind in and to all agreements of any kind and nature entered into, by, or on behalf of such Assignor, solely to the extent such agreements relate exclusively to the Assigned IP (or any portion thereof). In the event that Assignor hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional rights or interest in the Assigned IP than that assigned hereunder, such later-acquired rights or interest will automatically be subject to this Agreement such that such rights are assigned to Assignee hereunder as if Assignor had possessed them as of the date hereof.

2. Recordation and Further Actions. [REDACTED] Assignor will execute such written instruments, extend such other cooperation and perform such other acts as may be necessary, at Assignee's determination, to aid Assignee, its agents, successors, assigns and affiliates to perfect and evidence the assignment to Assignee of the Assigned IP and the Assignee's rights in and to the Assigned IP.

Assignor will not execute any agreements inconsistent with the foregoing. Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee, its agents, successors, assigns, and affiliates, as Assignor's attorney-in-fact in all matters related to the Assigned IP, with full power to execute and file such documents related to the Assigned IP that such Assignee deems necessary, in its sole discretion, to further perfect and evidence the assignment to Assignee of the Assigned IP and the Assignee's rights in and to the Assigned IP.

[REDACTED]

3. [REDACTED]

[REDACTED]

4. [REDACTED]

[REDACTED]

5. Miscellaneous. [REDACTED]

[REDACTED]

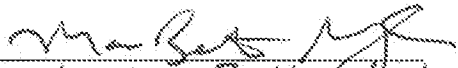
[REDACTED] his Agreement and all legal suits, actions, or proceedings arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State without reference to such state's principles of conflicts of Law. Except as otherwise set forth in this Agreement, all fees and expenses incurred in connection with this Agreement, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the party incurring such fees or expenses. This Agreement shall be binding upon and inure solely to the benefit of each party and its successors and permitted assigns and nothing contained herein shall create or be deemed to create any third-party beneficiary rights in any Person not a party to this Agreement. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other Persons or circumstances shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision. This Agreement may be amended or modified only by written agreement executed and delivered by the parties hereto, and any purported amendment by any party effected in a

manner which does not comply with this Section 5 shall be void. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, electronic signature or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement. Except as otherwise expressly provided herein, any and all remedies herein expressly conferred upon a party hereunder shall be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law on such party, and the exercise of any one remedy shall not preclude the exercise of any other. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF each of the parties to this Agreement has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

LIOTTI, LLC

By: 
Name: Max Beth Gigliotti
Title: MEMBER

KARAKA LLC

By: HYDY Inc.
Its: Manager

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF each of the parties to this Agreement has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

LIOTTI, LLC

By: _____
Name: _____
Title: _____

KARAKA LLC

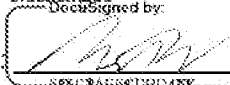
By: HYDY Inc.
Its: Manager
Delegated by:
By: 
Name: Sebastian Kymarz
Title: President

EXHIBIT A

Short Form Trademark Assignment

[See attached.]

SHORT FORM TRADEMARK ASSIGNMENT

January 7, 2022

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Liotti, LLC, an Ohio limited liability company, located at 460 Overbrooke Rd., Elyria, Ohio 44035 ("Assignor"), hereby irrevocably assigns, and transfers, and agrees to assign and transfer, to Karaka LLC, a Delaware limited liability company ("Assignee"), exclusively, in perpetuity and throughout the universe, all of Assignor's right, title, and interest of any kind in and to any and all rights in and to the following trademarks:

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
SYSTEM GALAXY WAX	United States	6486559	14-SEP-2021
SOLAVIV	United States	5545704	21-AUG-2018
KOLUAWAX KōluaWax	United States	5547532	21-AUG-2018
GOODBYE GUNK	United States	6014868	17-MAR-2020
KOLUA WAX KōluaWax	China	49725793	21-APR-2021
SOLAVIV	China	49730159	07-JUL-2021
KE LU WA KE SI 科鲁瓦克斯	China	49743072	21-APR-2021
KoluaWax KōluaWax	Germany	1587997	31-AUG-2021
KoluaWax KōluaWax	International Register	1587997	09-MAR-2021

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
KOLUA	United States	Notice of allowance issued. SOU due 20-JAN-2022	90388358	17-DEC-2020
TAKE WAXING TO THE NEXT DIMENSION	United States	Published	90274583	23-OCT-2020
BROWAX	United States	Pending	97113078	08-NOV-2021
SYSTEM GALAXY WAX	United States	Notice of allowance	90388327	17-DEC-2020

		issued, SOU due 20-JAN- 2022		
KoluaWax KōluaWax	Canada	N/A	2103342	09-MAR-2021
SUO LA WEI FU 索拉维夫	China	N/A	49740122	14-SEP-2020
KoluaWax KōluaWax	United Kingdom	N/A	1587997	09-MAR-2021

This assignment is made pursuant to, and is in all respects subject to, the terms and conditions of that certain Intellectual Property Assignment, dated as of January 7, 2022, by and between Assignor and Assignee pertaining to the assignment of the aforesaid rights. Assignor hereby agrees to take all steps and to execute, acknowledge and deliver to Assignee any and all further documents that may be necessary or desirable to effectuate this assignment, as applicable, at its sole cost and expense.

[Signature Page Follows.]

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed as of the date first written above by its officers thereunto duly authorized.

ASSIGNOR

LIOTTI, LLC

By: 
Name: MARY BETH Sigleotti
Title: MEMBER

ACKNOWLEDGED AND AGREED:

ASSIGNEE

KARAKA LLC

By: HYDY Inc.
Its: Manager

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed as of the date first written above by its officers thereunto duly authorized.

ASSIGNOR

LIOTTI, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

ASSIGNEE

KARAKA LLC

By: HYDY Inc.
Its: Manager

DocuSigned by:

By: _____
Name: Sebastian Rymarz
Title: President

SCHEDULE 1

Registered Trademarks and Trademark Applications

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. date
SYSTEM GALAXY WAX	United States	87834956	15-MAR-2018	6486559	14-SEP-2021
SOLAVIV	United States	87763778	21-JAN-2018	5545704	21-AUG-2018
KOLUAWAX	United States	87692178	20-NOV-2017	5547532	21-AUG-2018
Kōlua Wax					
KOLUA	United States	90388358	17-DEC-2020	--	--
TAKE WAXING TO THE NEXT DIMENSION	United States	90274583	23-OCT-2020	--	--
BROWAX	United States	97113078	08-NOV-2021	--	--
GOODBYE GUNK	United States	88296523	11-FEB-2019	6014868	17-MAR-2020
SYSTEM GALAXY WAX	United States	90388327	17-DEC-2020	--	--
Kōlua Wax	Canada	2103342	09-MAR-2021	--	--
Kōlua Wax					
KOLUA WAX	China	49725793	14-SEP-2020	49725793	21-APR-2021
Kōlua Wax					
SOLAVIV	China	49730159	14-SEP-2020	49730159	07-JUL-2021
KE LU WA KE SI	China	49743072	14-SEP-2020	49743072	21-APR-2021
科魯瓦克斯					
SUO LA WEI FU	China	49740122	14-SEP-2020	--	--
索拉维夫					
Kōlua Wax	Germany	1587997	09-MAR-2021	1587997	31-AUG-2021
Kōlua Wax					

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. date
Kolua Wax	United Kingdom	1587997	09-MAR-2021		
Kolua Wax	International Register			1587997	09-MAR-2021
Kolua Wax					

TRADEMARK

REEL: 007560 FRAME: 0538

RECORDED: 01/17/2022