

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Branded AcquiCo No 6, LLC		10/07/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Branded AcquiCo No 6, LLC		
Street Address:	79 Madison Avenue, Floor 8		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87760788	O NATURALS	
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:	DRWTRADEMARKS@WOLFGREENFIELD.COM		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Bret Cohen		
SIGNATURE:	/Bret Cohen/		
DATE SIGNED:	03/24/2022		
Total Attachments: 5			
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INTELLECUTAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”) is made effective as of October 7, 2021, by and between **Branded AcquiCo No 6, LLC**, a Delaware limited liability company (“US Buyer”) and **EU AcquiCo 6 Limited**, a private limited company incorporated in England (“EU Buyer”, and together with US Buyer the “Buyers”); and **One Global Digital Distribution Ltd**, a limited liability private company established under the laws of the State of Israel (PC 51-372544-0) and **1 GDD Ltd**, a limited liability private company established under the laws of the State of Israel (PC 51-429506-2) (collectively, the “Sellers”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Buyers, Sellers and certain other parties thereto have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”); and

WHEREAS, on the terms and subject to the conditions contained in the Purchase Agreement, (i) Sellers have agreed to sell, convey, transfer, assign and deliver to Buyers all of Sellers’ right, title and interest in and to the Purchased Assets, and Buyers have agreed to acquire, accept and take assignment and delivery of such Purchased Assets; and (ii) Sellers desire that Buyers assume, and Buyers have agreed to assume from Sellers, the Assumed Liabilities, in each case, effective as of the Closing.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants contained in the Purchase Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale, Transfer, Assignment, Delivery and Conveyance. The Sellers hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver and otherwise convey to the Buyers, and the Buyers hereby purchase, acquire and accept from the Sellers, all of the Sellers’ rights, title and interest, throughout the world, in, to and under the Intellectual Property, including without limitation (i) all of the registered trademarks and trademark applications identified on **Schedule A** hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, (ii) all of the domain names identified on **Schedule B** hereto, including all intellectual property rights of any website associated with any such domain name.
2. Further Actions. Each of the parties hereto shall use all commercially reasonable efforts to take, or cause to be taken, all appropriate action and do, or cause to be done, all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this IP Assignment Agreement and to consummate and make effective the transactions contemplated hereby.
3. Successors and Assigns. This IP Assignment Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.


4. Governing Law. This IP Assignment Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to Contracts executed in and to be performed in that state.
5. Counterparts. This IP Assignment Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

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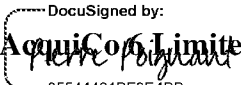
IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be executed and delivered as of the date first above written.

US BUYER:

Brandel AcquiCo No 6, LLC


By: 
Name: Pierre Poignant
Title:

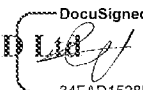
EU BUYER:

DocuSigned by:
EU AcquiCo Limited
By: 
Name: Pierre Poignant
Title:


SELLERS:

One Global Digital Distribution Ltd


By: 
Name: Daniel Sousan
Title:

DocuSigned by:
1 GDD Ltd
By: 
Name: Daniel Sousan
Title:

Schedule A**US Trademarks assigned to US Buyer:**

Serial Number	Reg. Number	Mark	Type	Status	Next Step
Reg. Date	Owner				
87760788 May 28, 2019	5760466 1 GLOBAL DIGITAL DISTRIBUTION LTD.		TRADEMARK Drawing or design which also includes word(s)/letter(s)/number(s)	Live	Declaration of Use (or Excusable Nonuse) must be filed between the 5th and 6th years after the Registration Date or the registration may be cancelled.

EU Trademarks assigned to EU Buyer:

Mark Territory	Number / Date	Owner of Record Attorney of Record	Class Goods/Services	Type Status/Notes	Next Deadline
 EU	017934061 July 10, 2019	1 Global Digital Distribution Ltd. Michael Kyprianou & Co. Llc	Nice Class: 3(*)	Figurative Registered	N/A

Schedule B

Domain Name (hosted on GoDaddy):

Domain Name	Status	Forwarding URL
onaturals.asia	Active	https://www.onaturals.com
onaturals.co	Active	https://www.onaturals.com
onaturals.co.uk	Active	
onaturals.com	Active	
onaturals.de	Active	https://www.onaturals.com
onaturals.es	Active	https://www.onaturals.com
onaturals.fr	Active	https://www.onaturals.com
onaturals.info	Active	https://www.onaturals.com
onaturals.net	Active	https://www.onaturals.com
onaturals.org	Active	https://www.onaturals.com

Domain Name (hosted on NameCheap):

Domain Name	Status	Forwarding URL
o-naturals.com	Active	https://www.onaturals.com