

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856258

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
Nventa Incorporated		12/31/2019	Corporation: ARIZONA
Botanicala LLC		11/27/2023	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Sashimi LLC		
Street Address:	226 W Vaughn St		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85283		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	87902498	REVILO	
Serial Number:	87860289	FIRESCOFF	
Serial Number:	86527604	MILE HIGH	
Serial Number:	85276984	BRILLIANTE	
Serial Number:	78912751	NVENTA	
Serial Number:	77772709	RING SLIPPER	
Serial Number:	77772549	RING SLIDE	
Serial Number:	85392786	KLEANKARATS	
Serial Number:	98076776	SPARKLESONIC	
Serial Number:	97905974	PRESTIGE	
Serial Number:	87286015	BOTANICALA	
Serial Number:	77694355	SPARKLESPARKLE	
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>			

OP \$315.00 87902498

Phone: 6027709383
Email: legal@nventa.com
Correspondent Name: Sashimi LLC
Address Line 1: 226 W Vaughn St
Address Line 4: Tempe, ARIZONA 85283

NAME OF SUBMITTER: Oliver Passe

SIGNATURE: /Oliver Passe/

DATE SIGNED: 11/27/2023

Total Attachments: 8

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Exhibit A

	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>	<u>Check Status</u>	<u>Live/Dead</u>	<u>Class(es)</u>
1	<u>87902498</u>	<u>5641999</u>	<u>REVILO</u>	<u>TSDR</u>	<u>LIVE</u>	<u>033</u>
2	<u>87860289</u>	<u>5615997</u>	<u>FIRESCOFF</u>	<u>TSDR</u>	<u>LIVE</u>	<u>001</u>
3	<u>86527604</u>	<u>4808399</u>	<u>MILE HIGH</u>	<u>TSDR</u>	<u>LIVE</u>	
4	<u>85392786</u>	<u>4128500</u>	<u>KLEANKARATS</u>	<u>TSDR</u>	<u>LIVE</u>	
5	<u>85276984</u>	<u>4044870</u>	<u>BRILLIANTE</u>	<u>TSDR</u>	<u>LIVE</u>	
6	<u>78912751</u>	<u>3339737</u>	<u>NVENTA</u>	<u>TSDR</u>	<u>LIVE</u>	<u>001</u>
7	<u>77772709</u>	<u>3846282</u>	<u>RING SLIPPER</u>	<u>TSDR</u>	<u>LIVE</u>	
8	<u>77772549</u>	<u>3842770</u>	<u>RING SLIDE</u>	<u>TSDR</u>	<u>LIVE</u>	

Common law marks

BRIGHT OWL™, a standard character mark

KLEAN™, a standard character mark

RESTORI™, a standard character mark

Exhibit B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

WHEREAS, Nventa Incorporated, a corporation duly organized and existing under the laws of the State of Arizona and having its principal place of business at 6619 E Paradise Ln, Scottsdale, AZ 85254 ("Assignor") owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Exhibit A hereto (the "Marks") and all foreign registrations everywhere in the world; and

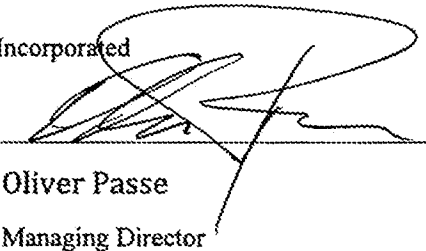
WHEREAS, Sashimi, LLC, a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 226 W Vaughn St, Tempe, AZ 85283 ("Assignee"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

12/31/2019
Date

Nventa Incorporated

By:



Name: Oliver Passe

Title: Managing Director

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 31st day of December, 2019 (the "Effective Date") by and between Nventa Incorporated, a corporation duly organized and existing under the laws of the State of Arizona and having its principal place of business at 6619 E Paradise Lane, Scottsdale AZ, 85254 ("Assignor") and Sashimi, LLC, a limited liability corporation duly organized and existing under the laws of the State of Arizona and having its principal place of business at 226 W Vaughn St, Tempe, AZ 85283 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A (collectively the "Marks");

B. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) there are no liens or security interests against the Marks;
- (iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

5. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms of any prior Agreement, including expressly the License Agreement.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Arizona, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Arizona. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Nventa Incorporated

By: /s/ Oliver Passe

Name: Oliver Passe

Title: Managing Director

ASSIGNEE:

Sashimi, LLC

By: /s/ Meg Sellers

Name: Meg Sellers

Title: Director

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 31st day of December, 2019 (the "Effective Date") by and between Botanicala LLC, a corporation duly organized and existing under the laws of the State of Arizona and having its principal place of business at 226 W Vaughn St, Tempe, AZ 85283 ("Assignor") and Sashimi, LLC, a limited liability corporation duly organized and existing under the laws of the State of Arizona and having its principal place of business at 226 W Vaughn St, Tempe, AZ 85283 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A (collectively the "Marks");

B. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) there are no liens or security interests against the Marks;
- (iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (v) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

5. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms of any prior Agreement, including expressly the License Agreement.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Arizona, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Arizona. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Botanicala LLC

By: /s/ Oliver Passe

Name: Oliver Passe

Title: Managing Director

ASSIGNEE:

Sashimi, LLC

By: /s/ Meg Sellers

Name: Meg Sellers

Title: Director

Exhibit B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

WHEREAS, Botanicala LLC, a corporation duly organized and existing under the laws of the State of Arizona and having its principal place of business at 226 W Vaughn St, Tempe, AZ 85283 ("Assignor") owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Exhibit A hereto (the "Marks") and all foreign registrations everywhere in the world; and

WHEREAS, Sashimi, LLC, a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 226 W Vaughn St, Tempe, AZ 85283 ("Assignee"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

11/27/2023
Date

Botanicala LLC

By:



Name: Oliver Passe

Title: Managing Director

Exhibit A

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead	Class(es)
1	98076776	Not yet assigned	SPARKLESONIC	TSDR	LIVE	
2	97905974	Not yet assigned	PRESTIGE	TSDR	LIVE	
3	87286015	5250745	BOTANICALA	TSDR	LIVE	
4	77694355	3748674	SPARKLESPARKLE	TSDR	LIVE	003

Common law marks

SWIPE™, a standard character mark

SPARKLE™, a standard character mark

JENEBE™, a standard character mark

FELZIN™, a standard character mark

ALLERGENX™, a standard character mark

SAHARA DRY SUITS™, a standard character mark

GALLERY226™, a standard character mark

JEWELERS PRIDE™, a standard character mark

ICLEAN™, a standard character mark

DOVETAG™, a standard character mark

SAUCERERS SECRET™, a standard character mark

BESTIE BESTEST BEST WHITEBOARD CLEANER™, a standard character mark

SHINE BRIGHT™, a standard character mark

MINNOVATION™, a standard character mark