

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT6463281

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	12/21/2020

**CONVEYING PARTY DATA**

Name	Execution Date
MATING COMPONENTS, LLC	12/21/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	DAME PRODUCTS INC.
<b>Street Address:</b>	101 N. 10TH STREET
<b>Internal Address:</b>	SUITE 308
<b>City:</b>	BROOKLYN,
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11249

**PROPERTY NUMBERS Total: 9**

Property Type	Number
Patent Number:	D788935
Patent Number:	10076463
Patent Number:	10166167
Patent Number:	D828572
Patent Number:	D867609
Patent Number:	D868988
Patent Number:	D876818
Application Number:	29721192
PCT Number:	US2015030428

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 2126021338  
**Email:** stefan@stoyanovlaw.com  
**Correspondent Name:** STEFAN R. STOYANOV  
**Address Line 1:** 757 3RD AVE., FL 20  
**Address Line 2:** STE. 2005  
**Address Line 4:** NEW YORK, NEW YORK 10017

PATENT

<b>ATTORNEY DOCKET NUMBER:</b>	DAME_MERGER
<b>NAME OF SUBMITTER:</b>	STEFAN R STOYANOV
<b>SIGNATURE:</b>	/Stefan R Stoyanov/
<b>DATE SIGNED:</b>	12/22/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 4</b> source=19. IP Assignment Agreement (for recording)#page1.tif source=19. IP Assignment Agreement (for recording)#page2.tif source=19. IP Assignment Agreement (for recording)#page3.tif source=19. IP Assignment Agreement (for recording)#page4.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of December 21, 2020, is made by Mating Components, LLC, a limited liability company formed under the laws of the State of New York (the “**Assignor**”), in favor of Dame Products Inc., a corporation formed under the laws of the State of Delaware, “**Assignee**”).

WHEREAS Assignor and Assignee have agreed that the Assignor shall be merged with and into the Assignee effective as of the date hereof, pursuant to that certain Agreement and Plan of Merger of Mating Components, LLC and Dame Products Inc., dated as of the date hereof (the “**Merger Agreement**”).

WHEREAS, under the terms of the Merger Agreement, effective as of the date hereof, Assignor is conveying conveyed, transferring and assigning to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) the common law trademarks, trademark registrations and applications set forth on Schedule 2 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Merger Agreement, the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

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

(d) 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

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, 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. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignee, as successor to Assignor, shall take such steps and actions, and provide such cooperation and assistance, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Merger Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Merger Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties,

covenants, agreements and indemnities contained in the Merger 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 Merger Agreement and the terms hereof, the terms of the Merger Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

MATING COMPONENTS, LLC

By:  \_\_\_\_\_

Name: Alexandra Fine

Title: Manager

Address for Notices:

101 N. 10th Street, Suite 308

Brooklyn, NY 11249

DAME PRODUCTS INC.

By:  \_\_\_\_\_

Name: Alexandra Fine

Title: Chief Executive Officer

Address for Notices:

101 N. 10th Street, Suite 308

Brooklyn, NY 11249


**SCHEDULE 1**

**PATENTS AND PATENT APPLICATIONS**

<b>Patent No./App. No.</b>	<b>Patent Title</b>	<b>Country / Convention</b>
D788,9935	Vibrating electromechanical device for female stimulation	U.S.
10,076,463	Vibrating electromechanical device for female stimulation	U.S.
PCT/US2015/030428 WO 2015/175569	Vibrating electromechanical device for female stimulation	PCT/WIPO - International App.
EP3142622	(DE) Vibrierende Elektromechanische Vorrichtung Fur Weibliche Stimulation (EN) Vibrating Electromechanical Device For Female Stimulation (FR) Dispositif Electromecanique Vibrant Pour La Stimulation De La Femme	EU (EPO) from PCT/WIPO
AU2015259302 (A1)	Vibrating electromechanical device for female stimulation	Australia from PCT/WIPO
10,166,167	Finger vibrator	U.S.
D828,572	Finger vibrator	U.S.
D867,609	Vibrating Electromechanical Device	U.S.
D868,988	Vibrating Electromechanical Device	U.S.
D876,818	Case for a Vibrating Electromechanical Device for Female Stimulation	U.S.
App. 29/721,192	Hand held Vibrating Electromechanical Stimulation Device	U.S.

**SCHEDULE 2**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Registered Marks and Pending Application for Registration</b>		
<b>Trademark: Word / Design/ (Description)</b>	<b>Country</b>	<b>Ser. No. / Reg. No / International Reg: IR No.</b>
DAME PRODUCTS®	U.S.	SN: 86574397/ RN: 5023420
DAME PRODUCTS	International Reg./ WIPO	IR: 1298697
EVA®	U.S.	SN: 86574404/ RN: 4868438
EVA	International Reg./ WIPO	IR: 1295441
FIN®	U.S.	SN: 87657479/ RN: 5480598
FIN	International Reg./ WIPO	IR: 1401904
FIN	Australia	AU Reg. No. 1927246
FIN	Canada	CA Reg. No.: TMA1070599
FIN	Germany (DE)	IR: 1401904
FIN	Benelux (BX) (Belgium, Netherlands, Luxemburg)	IR: 1401904
FIN	China (CN)	IR: 1401904
FIN	United Kingdom (GB)	IR: 1401904
FIN	Ireland (IE)	IR: 1401904
KIP®	U.S.	SN: 88345252/ RN: 5863062
POM®	U.S.	SN: 88098925/ RN: 6034611
 (O-Face)	U.S.	SN: 90238647- Pending
ALU	U.S.	SN: 90238420 - Pending
ARC	U.S.	SN: 90238430 - Pending
DAME	U.S.	SN: 88494341 - Pending
PILLO	U.S.	SN: 90238527 - Pending
ZEE	U.S.	SN: 90238452 - Pending

<b>US Common Law Marks</b>		
Mating Components™		
Dame Labs™		
Swell™		
Stash™		