

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7536993

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GUARDIAN PRODUCTS, INC.	05/01/2022
RECEIVING PARTY DATA	
Name:	BAMKO, LLC
Street Address:	11620 WILSHIRE BOULEVARD, SUITE 610
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D623099
CORRESPONDENCE DATA	
Fax Number:	(212)708-8959
<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:	12127083460
Email:	slebson@ladas.com
Correspondent Name:	SCOTT J. LEBSON
Address Line 1:	1040 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 80995
ATTORNEY DOCKET NUMBER:	A22PA85650-US
NAME OF SUBMITTER:	SCOTT J. LEBSON
SIGNATURE:	/sjl/
DATE SIGNED:	09/14/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made and entered into as of May 1, 2022 (the "Effective Date"), by and between **GUARDIAN PRODUCTS, INC.**, a Georgia corporation ("Assignor"), and **BAMKO, LLC**, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of May 1, 2022, by and among Assignee, Assignor, Neil Wise, Sr., Neil Wise, Jr., and Daniel Wise (the "Purchase Agreement"). All capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver to Assignee at the Closing certain assets, including without limitation, (i) the trademarks set forth on Schedule A hereto (the "Trademarks"), (ii) the domain names set forth on Schedule B (the "Domain Names"), (iii) the copyrights and copyright registration applications set forth on Schedule C (the "Copyrights"), and (iv) the issued patents and patent applications set forth on Schedule D (the "Patents"). The Trademarks, Domain Names, Copyrights and Patents are referred to herein collectively as the "Registered Intellectual Property").

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such Registered Intellectual Property.

WHEREAS, the parties wish to record this Assignment in the U.S. Patent and Trademark Office, the U.S. Copyright Office, and their respective foreign equivalents, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made) all of Assignor's right, title and interest of every kind and nature throughout the world in and to: (a) the Trademarks, together with the goodwill of the business symbolized by and associated with the Trademarks, including all common law rights and trademark registrations for the Trademarks; (b) the Domain Names; (c) the Copyrights; and (d) the Patents, together with all inventions and improvements described and claimed therein (including, without limitation, patents which may be granted from divisions, reissues, substitutions, continuations, continuations in part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying Patents); (e) all extensions and renewals of any application, registration or filing forming a part of the Registered Intellectual Property Rights; (f) all rights to income, royalties, and license fees derived from the Registered Intellectual Property Rights from and after the Effective Date; (g) all causes of actions, claims and rights to damages or profits arising by reason of past, present and future infringement, dilution or violation of the Registered Intellectual Property Rights (including, without limitation, injury to the goodwill associated with the Trademarks or Domain Names), and the right to sue for and collect such damages or profits, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted; (h) all rights corresponding to any of the foregoing throughout the world; and (i) the right to assign the rights conveyed herein, the same to be held

and enjoyed by Assignee for its own use and benefit and for the benefit of its successors, assigns and legal representatives.

2. Assistance. Assignor agrees to perform, without further or additional consideration, all reasonable acts deemed necessary or, following the request of any third party, desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title, and interest throughout the world in the Registered Intellectual Property, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include (a) execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, as reasonably necessary to perfect such benefits, enjoyment, rights, title, and interest in Assignee, (b) reasonable assistance and cooperation, for a period lasting no longer than five (5) years after the Effective Date, in the registration and enforcement of applicable intellectual property rights or other legal proceedings relating specifically to any Registered Intellectual Property, including providing documents and materials in the possession or control of Assignor, (c) testifying in any legal proceedings relating specifically to any Registered Intellectual Property, signing truthful, lawful papers, and making all required truthful, lawful oaths relating specifically to any Registered Intellectual Property at Assignee's expense, and (d) generally doing everything that is reasonably necessary to aid Assignee, upon Assignee's reasonable request, in obtaining and enforcing proper protection for applicable intellectual property rights in the Registered Intellectual Property. This Section 2 shall not require Assignor to initiate or prosecute any legal proceedings relating specifically to any Registered Intellectual Property, and (ii) Assignee shall exercise all commercially reasonable efforts (A) to permit Assignor to provide any testimony contemplated by this Section 2 at a time and place convenient to Assignor, and (B) to otherwise minimize the cost and inconvenience to Assignor for any such cooperation sought under this Section 2. Unless the Assignee's cooperation under this Section 2 is required as a result of the inaccuracy or breach of any of the representations or warranties of any Seller Party set forth in the Purchase Agreement or any of the other Transaction Documents or the failure or breach of any Seller Party to perform any of its or his respective covenants or other agreements contained in the Purchase Agreement or in any of the other Transaction Documents, Assignee shall promptly reimburse Assignor for any and all reasonable, documented expenses incurred by Assignee in connection with any cooperation sought under this Section 2.

3. General.

3.1 Purchase Agreement. This Agreement shall be binding upon Assignor and Assignee and their respective successors and permitted assigns. This Agreement is intended only to effect the assignment of the Registered Intellectual Property pursuant to the Purchase Agreement, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, or representations, or any of the rights or remedies, or any of the obligations or indemnifications of any party, set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

3.2 Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws. Each of Assignor and Assignee irrevocably and unconditionally: (a) agrees and consents, with respect to any dispute arising out of or relating to this Assignment, to be subject to the exclusive jurisdiction of the Delaware Court of Chancery, or if such court does not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court; (b) waives any objection to such venue and (c) waives trial by jury in any Action relating to this Assignment or transactions contemplated by this Assignment.

3.3 Execution; Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A manual signature on a counterpart of this Assignment or any other document to be delivered pursuant to this Assignment, an image of which has been transmitted electronically, will constitute an original signature for all purposes, and electronic transmission of such signature will constitute effective delivery of this Assignment or any such document for all purposes.

[Signature Page Follows]

The Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

ASSIGNOR:

GUARDIAN PRODUCTS, INC.,
a Georgia corporation

By: Neil Wise Sr.
Name: Neil Wise, Sr.
Title: President

ASSIGNEE:

BAMKO, LLC,
a Delaware limited liability company

By: _____
Name: Jake Himmelstein
Title: President

(Signature Page to Assignment of Intellectual Property)

The Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

ASSIGNOR:

GUARDIAN PRODUCTS, INC.,
a Georgia corporation

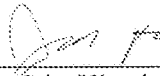
By: _____

Name: Neil Wise, Sr.
Title: President

ASSIGNEE:

BAMKO, LLC,
a Delaware limited liability company

By: _____


Name: Jake Himmelstein
Title: President

(Signature Page to Assignment of Intellectual Property)

Schedule D
Patents

- US Design Patent (No: US D623,099S)