

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7992091

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMAS C. FORD	04/28/2023
RECEIVING PARTY DATA	
Name:	001 DEL LLC
Street Address:	767 FIFTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10153
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	D677467
Patent Number:	D684370
Patent Number:	D698154
Patent Number:	D701046
Patent Number:	D709691
Patent Number:	D680878
Patent Number:	D681461
Patent Number:	D689774
Patent Number:	D691890
Patent Number:	D855890
Patent Number:	D580769
CORRESPONDENCE DATA	
Fax Number:	(212)492-0102
<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:	212 373 3102
Email:	naffinito@paulweiss.com, mmcguire@paulweiss.com
Correspondent Name:	NATALIE A AFFINITO
Address Line 1:	1285 AVENUE OF THE AMERICAS
Address Line 2:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP
Address Line 4:	NEW YORK, NEW YORK 10019-6064

NAME OF SUBMITTER:	NATALIE AFFINITO
SIGNATURE:	/Natalie Affinito/
DATE SIGNED:	06/06/2023
Total Attachments: 5 source=Project Triumph - United States - Short Form Patent Transfer Agreement - Mr. Ford to 001 (Executed)#page1.tif source=Project Triumph - United States - Short Form Patent Transfer Agreement - Mr. Ford to 001 (Executed)#page2.tif source=Project Triumph - United States - Short Form Patent Transfer Agreement - Mr. Ford to 001 (Executed)#page3.tif source=Project Triumph - United States - Short Form Patent Transfer Agreement - Mr. Ford to 001 (Executed)#page4.tif source=Project Triumph - United States - Short Form Patent Transfer Agreement - Mr. Ford to 001 (Executed)#page5.tif	

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Agreement”), dated as of April 28, 2023 (the “Effective Date”), is made by and between Thomas C. Ford, an individual with an office at 241 Jungle Road, Palm Beach, Florida 33480 (the “Assignor”) and 001 DEL LLC, a Delaware limited liability company having its principal offices at 767 Fifth Avenue, New York, NY 10153 (the “Assignee”).

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee, among others, entered into that certain Membership Interest Purchase Agreement, dated as of November 15, 2022 (as amended, modified or supplemented from time to time in accordance with its terms, the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, the Assignor and the Assignee entered into that certain Intellectual Property Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with its terms, the “IP Agreement,” and together with the Purchase Agreement, the “Transaction Agreements”); and

WHEREAS, pursuant to the IP Agreement, the Assignor hereby agrees to sell, convey, assign, and transfer to the Assignee, and the Assignee hereby agrees to accept, receive, and assume from the Assignor, all of the Assignor’s right, title and interest in, to and under the Patents listed in Schedule 1 hereto (the “Assigned Patents”).

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and in the Transaction Agreements, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the Transaction Agreements.

Section 2. Assignment. The Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby accepts, receives, and assumes from the Assignor, all of the Assignor’s right, title and interest in, to and under the Assigned Patents, including, without limitation, (a) any and all royalties, fees, damages, income, payments and other proceeds due or payable as of and following the Effective Date with respect to any and all of the foregoing; (b) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law, including, without limitation, the right, if any, to register, prosecute, maintain and defend the Assigned Patents before any public or private agency or registrar; (c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the Effective Date, 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, or misuse, with the right but no obligation to sue for such legal and equitable relief

and to collect, or otherwise recover, any such damages; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 3. Authorization. The Assignor hereby requests and authorizes the Commissioner for Patents in the United States Patent and Trademark Office and any other applicable Governmental Authority or registrar (including any applicable foreign or international office or registrar), to record and register the Assignee as the owner of the Assigned Patents, and to issue any and all registrations for the Assigned Patents to the Assignee.

Section 4. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, without reference to its choice of law principles.

Section 5. Entire Agreement. This Agreement, together with the Transaction Agreements, and the Exhibits and Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Agreement is for recordation purposes only and its terms shall not alter, modify, expand or diminish the terms and conditions of the Transaction Agreements, which govern the parties' rights and interests in the Assigned Patents. In the event of a conflict between this Agreement and the Transaction Agreements, the terms of the Transaction Agreements shall govern.

Section 6. Further Assurances. Each party covenants and agrees that, without any additional consideration, but at the sole cost and expense of the requesting party, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Agreement.

Section 7. Counterparts. This Agreement may be executed in any number of separate counterparts (including by portable document format (.pdf) or other electronic means), each of which is an original but all of which taken together shall constitute one and the same instrument.

[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

Thomas C. Ford

By: _____

Name: Thomas C. Ford

ASSIGNEE:

001 DEL LLC

By: _____

Name:

Title:

[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

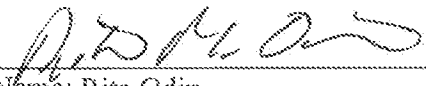
ASSIGNOR:

Thomas C. Ford

By: _____
Name: Thomas C. Ford

ASSIGNEE:

001 DEL LLC

By:  _____
Name: Rita Odin
Title: Senior Vice President and Deputy
General Counsel, Intellectual Property

[Signature Page to Patent Assignment Agreement]

Schedule 1

Assigned Patents

Patent Title	Jurisdiction	Registration No.	Registration Date	Serial No.	Filing Date
Chain Sheath	United States	D677467	12-Mar-2013	29/401,263	9-Sep-2011
Clasp Handle	United States	D684370	18-Jun-2013	29/413,804	21-Feb-2012
Handbag with Clasp	United States	D698154	28-Jan-2014	29/444,561	31-Jan-2013
Handbag with Clasp	United States	D701046	18-Mar-2014	29/444,562	31-Jan-2013
Handbag	United States	D709691	29-Jul-2014	29/444,563	31-Jan-2013
Combined Fragrance Bottle and Cap	United States	D680878	30-Apr-2013	29/408,565	14-Dec-2011
Cap for a Fragrance Bottle	United States	D681461	7-May-2013	29/408,571	14-Dec-2011
Fragrance Bottle	United States	D689774	17-Sep-2013	29/408,569	14-Dec-2011
Fragrance Bottle	United States	D691890	22-Oct-2013	29/408,566	14-Dec-2011
Container For A Cosmetic Product	United States	D855890	6-Aug-2019	29/644,331	17-Apr-2018
Cosmetic Bottle	United States	D580769	18-Nov-2008	29/275,232	18-Dec-2006