

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416970

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|---|--|-----------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SOULKIX, LLC | | 01/11/2017 | Limited Liability Company: UTAH |
| RECEIVING PARTY DATA | | | |
| Name: | SNUGZ/USA INCORPORATED | | |
| Street Address: | 9258 Prosperity Road | | |
| City: | West Jordan | | |
| State/Country: | UTAH | | |
| Postal Code: | 84081 | | |
| Entity Type: | Corporation: UTAH | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86951574 | SOULKIDS | |
| Serial Number: | 86685221 | SOULBIZ | |
| Serial Number: | 86683947 | THINK OUTSIDE THE SHOE BOX. | |
| Serial Number: | 86683919 | SOULKIX | |
| Serial Number: | 85669199 | SOUL KIX | |
| 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> | | | |
| Phone: | 8015337280 | | |
| Email: | docketing@wnlaw.com | | |
| Correspondent Name: | David B. Dellenbach | | |
| Address Line 1: | 60 E. South Temple, Suite 1000 | | |
| Address Line 4: | Salt Lake City, UTAH 84111 | | |
| NAME OF SUBMITTER: | David B. Dellenbach | | |
| SIGNATURE: | /David B. Dellenbach/ | | |
| DATE SIGNED: | 02/22/2017 | | |
| Total Attachments: 4 | | | |
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OP \$140.00 86951574

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of January 11, 2017, is made by SOULKIX, LLC, a Utah limited liability company (“**Seller**”), in favor of SNUGZ/USA INCORPORATED, a Utah corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of January 11, 2017 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

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

(a) the trademark registrations and applications set forth on Schedule 1 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 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

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

(c) 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

(d) 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, 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 Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase 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.

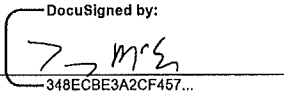
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SOULKIX, LLC

By:  348ECBE3A2CF457...

Name: Terry McEwen

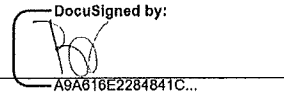
Title: Manager

Address for Notices:

McEwen Properties, LLC
1422 East 155 South
Lindon, UT 84042
Attn: Terry McEwen
Email: terry.mcewen7@gmail.com

AGREED TO AND ACCEPTED:

SNUGZ/USA INCORPORATED

By:  A9A616E2284841C...

Name: Brandon Mackay

Title: President

Address for Notices:

SnugZ/USA Incorporated
9258 Prosperity Rd
West Jordan, UT 84081
Attn: Brandon Mackay
Email: Brandon@snugzusa.com

with a copy to (which shall not constitute notice):

Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Gateway Tower West
Salt Lake City, Utah 84101-1547
Attn: John G. Weston
E-mail: jweston@swlaw.com
Facsimile: (801) 557-0012

SCHEDULE 1**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

| Mark | Serial No. | Filing Date | Goods/Services | Registration No. |
|--------------------------------------|------------|-------------|--|------------------|
| SOULKIDS | 86951574 | 3/24/16 | 025 – Shoes | NA |
| SOULBIZ | 86685221 | 7/7/15 | 025 – Footwear | NA |
| THINK OUTSIDE THE SHOE BOX. | 86683947 | 7/6/15 | 025 – Footwear | NA |
| SOULKIX | 86683919 | 7/6/15 | 025 – Footwear | NA |
| SOUL KIX | 85669199 | 7/5/2012 | 035 – On-line retail store services featuring clothing; namely custom designed shoes, hats, shirts, pants, bathing suits, socks, beanies, sweat jackets, jackets, dresses and skirts | 4,295,484 |