

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542765

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Totokaelo, LLC		04/19/2019	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NSTO LLC		
<b>Street Address:</b>	3010 West Cary Street		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23221		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88096045	TOTOKAELO COLLECTION	
<b>Serial Number:</b>	88096082	TOTOKAELO COLLECTION	
<b>Serial Number:</b>	88095983	TOTOKAELO	
<b>Registration Number:</b>	4572107	TOTOKAELO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4102342314		
<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>			
<b>Phone:</b>	4106596402		
<b>Email:</b>	trademark@wtplaw.com		
<b>Correspondent Name:</b>	Gregory M. Stone		
<b>Address Line 1:</b>	Seven Saint Paul Street		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202-1636		
<b>ATTORNEY DOCKET NUMBER:</b>	098482.00002		
<b>NAME OF SUBMITTER:</b>	J. Hindah Weissbrot		
<b>SIGNATURE:</b>	/j. hindah weissbrot/		
<b>DATE SIGNED:</b>	09/26/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of 4/19, 2019 between Totokaelo, LLC, a limited liability company organized in Washington with an address at 523 10th Avenue, Seattle, Washington 98122 ("Assignor") and NSTO LLC, a limited liability company organized in Virginia with an address at 3010 West Cary Street, Richmond, Virginia 23221 ("Assignee") (Assignor and Assignee, collectively, "the Parties").

**WHEREAS**, the Parties have agreed that Assignor shall convey, transfer, and assign the trademarks listed on Schedule A ("the Marks") annexed hereto and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (a) any and all of Assignor's right, title, and interest in and to the Marks set forth on Schedule A attached hereto, together with the business to which the Marks pertain, and all goodwill of the business symbolized by the Marks; (b) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (c) any and all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. Miscellaneous.

(a) In furtherance of the Agreement, Assignor acknowledges that, from this date forward, Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Marks; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Marks; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to promptly do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such other and further acts, assignments, transfers, assurances, and instruments as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise secure in Assignee's name the Marks.

(c) This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto together with their respective successors and assigns. This Agreement may be executed in counterparts. Photocopies of signatures shall be deemed original signatures and shall be fully binding on the Parties to the same extent as original signatures.

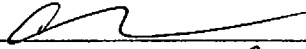
IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment Agreement to be duly executed as of the date first above set forth.


**ASSIGNOR:**

**ASSIGNEE:**

TOTOKAELO, LLC

NSTO LLC

By: 

By: 

Name: Chris Bossok

Name: Chris Bossok

Title: Manager

Title: Manager

**SCHEDULE A**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application or Registration Number</b>	<b>Status</b>
TOTOKAELO COLLECTION	Extension of Protection to <b><u>Australia</u></b> via International Registration	1431720	Pending
TOTOKAELO	Extension of Protection to <b><u>Australia</u></b> via International Registration	1429294	Pending
TOTOKAELO	Extension of Protection to <b><u>Australia</u></b> via International Registration	1429769	Pending
TOTOKAELO COLLECTION	Extension of Protection to <b><u>China</u></b> via International Registration	1431720	Pending
TOTOKAELO	Extension of Protection to <b><u>China</u></b> via International Registration	1429294	Pending
TOTOKAELO	Extension of Protection to <b><u>China</u></b> via International Registration	1429769	Pending
TOTOKAELO COLLECTION	Extension of Protection to the <b><u>European Union</u></b> (" <b><u>EU</u></b> ") via International Registration	1431720	Pending

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application or Registration Number</b>	<b>Status</b>
TOTOKAELO	Extension of Protection to the <u>EU</u> via International Registration	1429294	Pending
TOTOKAELO	Extension of Protection to the <u>EU</u> via International Registration	1429769	Pending
TOTOKAELO COLLECTION	Extension of Protection to <u>Japan</u> via International Registration	1431720	Pending
TOTOKAELO	Extension of Protection to <u>Japan</u> via International Registration	1429294	Pending
TOTOKAELO	Extension of Protection to <u>Japan</u> via International Registration	1429769	Pending
TOTOKAELO COLLECTION	Extension of Protection to the <u>Republic of Korea</u> (" <u>Korea</u> ") via International Registration	1431720	Pending
TOTOKAELO	Extension of Protection to <u>Korea</u> via International Registration	1429294	Pending
TOTOKAELO	Extension of Protection to <u>Korea</u> via International Registration	1429769	Pending

Mark	Jurisdiction	Application or Registration Number	Status
TOTOKAELO COLLECTION	Extension of Protection to <u>Singapore</u> via International Registration	1431720	Pending
TOTOKAELO	Extension of Protection to <u>Singapore</u> via International Registration	1429294	Pending
TOTOKAELO	Extension of Protection to <u>Singapore</u> via International Registration	1429769	Pending
TOTOKAELO COLLECTION	United States	88096045	Pending
TOTOKAELO COLLECTION	United States	88096082	Pending
TOTOKAELO	United States	88095983	Pending
TOTOKAELO	United States	4572107	Registered