

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546215

<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>
BROX, LLC		10/18/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AWESOME PRODUCTS, INC.		
<b>Street Address:</b>	6370 Altura Blvd.		
<b>City:</b>	Buena Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90620		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3405876	STREET APPEAL	
<b>Registration Number:</b>	3271353	MY PET'S FRIEND	
<b>Registration Number:</b>	3568297	PAWL'S BOUTIQUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	949 717 3000		
<b>Email:</b>	ipdocket@calljensen.com		
<b>Correspondent Name:</b>	Vanessa Turner		
<b>Address Line 1:</b>	610 Newport Center Drive		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Newport Beach, CALIFORNIA 92660		
<b>NAME OF SUBMITTER:</b>	Vanessa Turner		
<b>SIGNATURE:</b>	/Vanessa Turner/		
<b>DATE SIGNED:</b>	10/22/2019		
<b>Total Attachments: 6</b>			
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## TRADEMARK ACQUISITION AGREEMENT

This TRADEMARK ACQUISITION AGREEMENT ("Agreement"), dated as of October 18, 2019, is made by and between Brox, LLC, a California limited liability company ("Seller"), and Awesome Products, Inc., a California corporation ("Buyer").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all of Seller's right, title, and interest in and to certain Trademarks (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Trademarks, subject to the terms and conditions set forth herein.

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

1. Purchase and Sale of Trademarks. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (collectively, "Acquired Rights"), together with the goodwill associated therewith and symbolized thereby:

(a) the trademarks listed on Schedule 1 and all registrations and renewals of such Trademarks ("Trademarks").

(b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to the Trademarks;

(c) all claims and causes of action with respect to the Trademarks accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement, dilution, violation, breach, or default; and

(d) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under the Trademarks provided by any applicable law, treaty, or other international convention throughout the world.

2. Purchase Price. The aggregate purchase price for the Acquired Rights shall be One Dollar (\$1.00) plus reimbursement of all of Seller's costs and expenses related to the registration and maintenance of the Trademarks for the previous five (5) years and this

assignment, including Seller's attorneys' fees and USPTO filing fees (collectively, the "Purchase Price"). Buyer shall pay the Purchase Price within ~~five (5) days~~ of Buyer's receipt of an invoice from Seller setting forth all such fees and expenses.

3. Acceptance of Assignment. Buyer agrees to and accepts the assignment of the Acquired Rights, and assumes and covenants to keep, perform, and fulfill the executory portion of the terms, covenants, conditions, and obligations of each Trademark required to be kept, performed, or fulfilled with respect to the Trademarks from and after the Effective Date (the "Assumed Obligations").

4. Deliverables; Closing. The closing of the transaction shall take place upon Buyer's payment in full of the Purchase Price (the "Closing"). At the Closing, the parties shall execute and deliver the assignment in the form of Exhibit A (the "Assignment").

5. Further Assurances; Recordation. From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder, including filing the Assignment with the USPTO. As between Seller and Buyer, Seller shall be responsible, at Buyer's expense, for filing the Assignment promptly following the Closing.

6. Representations and Warranties of the Parties. Each party represents and warrants to the other party that such party has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by such party have been duly authorized by all necessary organizational action of such party, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms and conditions.

7. Indemnification. Buyer shall defend, indemnify, and hold harmless Seller, Seller's affiliates, and their respective owners, managers, officers, and employees from and against all losses, damages, liabilities, costs, or expenses arising out of or in connection with (i) the Acquired Rights occurring after the date of this Agreement; or (ii) any Assumed Obligation.

8. Termination. Seller may terminate this Agreement if Buyer does not deliver the Purchase Price within the time period set forth in Section 2.

9. Miscellaneous.

(a) This Agreement shall inure to the benefit of, and be binding on, successors, heirs, and assigns of the parties. Notwithstanding the foregoing, the terms and provisions of this Assignment may not be assigned by either party without the prior written consent of the other, which consent may not be unreasonably withheld or delayed.

(b) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one agreement.

(c) This Agreement may not be amended, modified, or supplemented except by written agreement signed by the party against which the enforcement of the amendment, modification, or supplement is sought.

(d) This Agreement shall be governed by and construed under the laws of the State of California. The prevailing party in any action to enforce the provisions of this Agreement shall be entitled to recover all of its costs and expenses, including but not limited to reasonable attorneys' fees.

(e) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

Seller:  
BROX, LLC

Buyer:  
AWESOME PRODUCTS, INC.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: Handal  
Title: President

**Exhibit A**

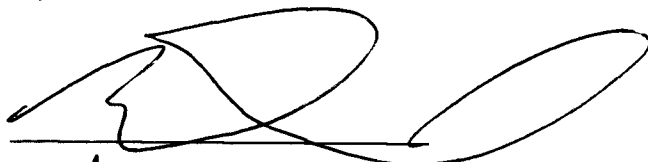
**ASSIGNMENT OF TRADEMARKS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BROX, LLC, a California limited liability company, located at 17821 Sky Park Circle, Suite LM, Irvine, CA 92614 (“Assignor”), hereby sells, assigns, transfers, and conveys to AWESOME PRODUCTS, INC., a California corporation, located at 6370 Altura Blvd., Buena Park, CA 90620 (“Assignee”), pursuant to the Trademark Acquisition Agreement dated as of October 18, 2019, by and between Assignor and Assignee, all of Assignor’s right, title, and interest in and to the trademarks set forth on Schedule 1 attached hereto and incorporated by this reference herein, together with the goodwill associated therewith and symbolized thereby, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement or other violation, and all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment of Trademarks.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed on October 18, 2019 by its duly authorized officer.

BROX, LLC


By: 

Name: Matt Brock

Title: Founder

AGREED AND ACCEPTED BY:

AWESOME PRODUCTS, INC.

By:   
Name: L.D. Hardeas  
Title: president

**SCHEDULE 1**

**Acquired Marks**

STREET APPEAL #3405876

MY PET'S FRIEND #3271353

PAWL'S BOUTIQUE #3568297