

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Into Spun-Off Entity		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heretic, LLC		07/02/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Extrasensory Inc		
Street Address:	1330 Factory Place		
Internal Address:	F105		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90013		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88336126	BOUGIE BURLESQUE	
Serial Number:	88336139	STRIPTease	
Serial Number:	88128714	INVISIBLE MAN	
Serial Number:	88494834	EXTRASENSORY	
Serial Number:	88494836	EXTRASENSORY	
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:	917-656-7270		
Email:	valerie@greenbergfirm.com		
Correspondent Name:	Valerie Greenberg		
Address Line 1:	121 Brite Avenue		
Address Line 4:	Scarsdale, NEW YORK 10583		
NAME OF SUBMITTER:	Valerie Greenberg		
SIGNATURE:	/Valerie Greenberg/		
DATE SIGNED:	12/10/2019		

OP \$140.00 88336126

Total Attachments: 6

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CONTRIBUTION AGREEMENT

This **CONTRIBUTION AGREEMENT** (this "Agreement") is made and entered into as of July 2, 2019 (the "Effective Date") by and between **HERETIC, LLC**, a California limited liability company ("Transferor"), and **EXTRASENSORY INC.**, a Delaware corporation ("Transferee").

WHEREAS, Transferor owns and operates the stripping candle line of business exemplified by the Dita von Teese/Scandalwood project (the "Stripping Candle Business") and now intends to transfer the Stripping Candle Business and all related operations to Transferee;

WHEREAS, Transferor owns all of the assets related to and necessary to operate the Stripping Candle Business, all of which are set forth on Exhibit A (the "Assumed Assets");

WHEREAS, Transferor is a party to certain contracts related to the Stripping Candle Business, all of which are set forth on Exhibit B (the "Assumed Contracts");

WHEREAS, Transferor owns all rights, title and interest in and for certain trademarks, service marks, trade names, logos, brand names, symbols, trade dress, legal or assumed names and other indicia of origin, including without limitation all trademark registrations and trademark applications therefor, all as set forth on Exhibit C and all issuances, extensions and renewals thereof (collectively, the "Assumed Trademarks"), and together with the Assumed Assets and the Assumed Contracts, the "Stripping Candle Business Assets");

WHEREAS, Transferor desires to assign, convey, transfer and deliver to Transferee, and Transferee desires to accept the assignment, conveyance, transfer and delivery of, all of the Stripping Candle Business Assets, and Transferee desires to assume all liabilities of Transferor relating to the same (subject to the exclusions set forth in Section 3 below); and

WHEREAS, in consideration for the contribution of the Stripping Candle Business Assets pursuant to this Agreement, Transferee desires to issue and deliver, and Transferor desires to accept the delivery of, 100% of the ownership interests in Transferee, comprising 569,759 shares of Founder Preferred Stock of Transferee and 145,536 shares of Common Stock of Transferee (such shares of Founder Preferred Stock and Common Stock collectively, the "Transferee Shares").

NOW, THEREFORE, pursuant to the terms and conditions of this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee hereby agree as follows:

1. **Contribution of the Assumed Assets and Assumed Contracts.** Effective as of the date hereof, Transferor hereby contributes and delivers all of its rights, title and interest in and to, and Transferee hereby accepts the contribution and delivery of all of Transferor's rights, title and interest in and to, all of the Assumed Assets and Assumed Contracts, and Transferee hereby assumes all liabilities of Transferor relating to the same (subject to the exclusions specified in Section 3 below). As of the Effective Date, all amounts due and payable under the Assumed Assets and Assumed Contracts have been paid.

2. Contribution of the Assumed Trademarks. Effective as of the date hereof, Transferor hereby contributes and delivers all of its rights, title and interest in and to, and Transferee hereby accepts the contribution and delivery of: (a) the Assumed Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; (b) all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and (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, in each case, together with all liabilities of Transferor relating to the same (subject to the exclusions specified in Section 3 below).

3. Excluded Liabilities. Notwithstanding any provision of this Agreement to the contrary, any and all liabilities, including without limitation any and all claims and causes of action (for breach of contract, in tort or otherwise), relating to the Stripping Candle Business, to the extent first arising or accrued in any period prior to the Effective Date, shall in no event be assigned or conveyed to, or assumed by, Transferee under this Agreement, but rather shall continue as and remain the liability and responsibility of Transferor.

4. Consideration. As consideration for the contribution of the Stripping Candle Business Assets pursuant to this Agreement, Transferee hereby issues and delivers, and Transferor hereby accepts the delivery of, the Transferee Shares.

5. Further Assurances. The intent of this Contribution Agreement is to transfer those assets, contracts and trademarks that Heretic does not require for its business, and for Heretic to retain all intellectual property rights and other rights and obligations that are not specified herein. Each party hereto shall, at the request of the other, at any time and without additional compensation, execute and deliver all additional conveyances, transfers, documents, instruments, assignments, applications, certifications, papers and other assurances that are reasonably requested by such other party as necessary, appropriate, convenient, useful or desirable to carry out the intent of this Agreement.

6. Recordation. Transferor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Transferee. Following the date hereof, at Transferee's expense, Transferor shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Transferee 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 Assumed Trademarks to Transferee, or any assignee or successor thereto.

7. Governing Law; Jurisdiction; Venue. This Agreement, shall be governed by and construed in accordance with the internal laws of the State of New York (without giving effect to any choice or conflict of law provision or rule, whether of the State of New York or any other jurisdiction).

8. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS CONTEMPLATED HEREBY.

9. Rights Under this Agreement; Assignment. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing contained in this Agreement is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement. Neither party may assign its rights or obligations under this Agreement without the consent of the other party.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all other agreements, whether written or oral, between the parties regarding the subject matter hereof. This Agreement may not be modified or changed, in whole or in part, except by written agreement of the parties.

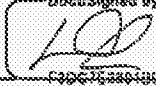
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic transmission in portable document format (.pdf) will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TRANSFEROR:

HERETIC LLC, a California limited liability company

DocuSigned by:

By: _____
Name: Donald Douglas Little
Title: Chief Executive Officer

TRANSFeree:

_____, a Delaware corporation

By: _____
Name: Valerie Greenberg
Title: Chief Operating Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TRANSFEROR:

HERETIC LLC, a California limited liability company

By: _____
Name:
Title:

TRANSFeree:

EXTRASENSORY INC., a Delaware corporation

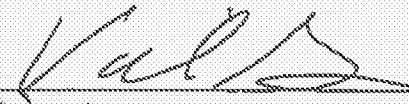
By:  _____
Name: Valerie Greenberg
Title: Chief Operating Officer

EXHIBIT C

Assumed Trademarks

BOUGIE BURLESQUE, application 88,336,126, filed in International Class 004.

STRIPTEASE, application 88,336,139, filed in International Class 004.

INVISIBLE MAN, application 88,128,714, filed in International Class 003.

EXTRASENSORY, application 88,494,834, filed in International Class 004

EXTRASENSORY, application 88,494,836, filed in International Class 003.