

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558548

<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>
Andrei Pantilie		01/07/2020	INDIVIDUAL: ROMANIA
Pixozz, LLC		01/07/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Papaya Projects, Inc.		
<b>Street Address:</b>	850 New Burton Road, Suite 201		
<b>Internal Address:</b>	c/o Cogency Global Inc.		
<b>City:</b>	Dover		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19904		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87304272	UFLEX ATHLETICS	
<b>Registration Number:</b>	5337038		
<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>	3028930048		
<b>Email:</b>	pat@rogowskilaw.com		
<b>Correspondent Name:</b>	Patricia Smink Rogowski		
<b>Address Line 1:</b>	501 Silverside Road, Suite 11		
<b>Address Line 2:</b>	Rogowski Law LLC		
<b>Address Line 4:</b>	Wilmington, DELAWARE 19809		
<b>NAME OF SUBMITTER:</b>	Patricia Smink Rogowski		
<b>SIGNATURE:</b>	/Patricia Smink Rogowski/		
<b>DATE SIGNED:</b>	01/22/2020		
<b>Total Attachments: 11</b>			
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**Agreement**”), dated as of December 30, 2019 (“**Effective Date**”), is made by and between Pixozz, LLC, a Delaware limited liability company (the “**Company**”), and Andrei Pantilie, (together with the Company, the “**Assignor**”) and Papaya Projects, Inc., a Delaware corporation (the “**Assignee**”) pursuant to that certain asset purchase agreement, dated December 30, 2019, by and among Assignee and, Assignor (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

**NOW, THEREFORE**, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (individually, a “**Party**” and collectively, the “**Parties**”) hereby agree as follows:

1. Assignment - Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives from Assignor, all right, title and interest of Assignor in and to the following assets to the extent they relate to, or are used or held for use by Seller in connection with, the Business (collectively, the “**Intellectual Property Assets**”):

a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held including those set forth in Exhibit A attached hereto (collectively, the “**Copyrights**”);

b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

d. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including those set forth in Exhibit B attached hereto (collectively, the “**Patents**”);

e. all trademark and service mark rights, slogans, trade dress, and tradenames,

trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

f. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including (collectively, the “**Mask Works**”);

g. all internet websites and internal domain names, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the “**Domain Names**”);

h. all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on Exhibit E attached hereto (collectively, the “**Social Media Accounts**”);

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “**Licenses**”);

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Executive Director of the European Union Intellectual Property Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee's request, Assignor shall take such reasonable steps and actions, and provide such cooperation and assistance to Assignee 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 Intellectual Property Assets to Assignee, or any assignee or successor thereto, all of which shall be at the cost and expense of Buyer.

4. Entire Agreement - This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby, contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

5. Amendment and Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

6. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 8.11 and 8.12 of the Purchase Agreement.

8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[remainder of page left intentionally blank]

**IN WITNESS WHEREOF**, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

**ASSIGNOR:**

Andrei Pantilie

DocuSigned by:  
By: Andrei Pantilie  
AB75D467D80C4A8...

Name: Andrei Pantilie

Title: Individually

**ASSIGNEE:**

Papaya Projects, Inc.

DocuSigned by:  
By: Josh Silberstein  
172EC1EC5E844F5...

Name: Joshua Silberstein

Title: President

**ASSIGNOR:**

Pixozz, LLC

DocuSigned by:  
By: Andrei Pantilie  
AB75D467D80C4A8...

Name: Andrei Pantilie

Title: Owner Sole Member & Manager

**EXHIBIT A**  
**Copyrights**

**[COMMON LAW COPYRIGHTS ON PACKAGING –  
TO BE DESCRIBED BY ANDREI PANTILIE]**

**EXHIBIT B**

**Patents**

**NONE**



**EXHIBIT C**  
**Trademarks**

Registered Trademarks

<b>Authority</b>	<b>Reg. Number and Nice Classification</b>	<b>Mark</b>	<b>Status &amp; Date</b>	<b>Owner</b>
EUIPO (European Union Intellectual Property Office)	017407461 Nice Class 10	UFlex Athletics	Registered March 8, 2018 (Exp. Oct. 31, 2027)	Andrei Alexandru Pantilie

Unregistered Trademarks

A suspension notice was issued on December 2, 2019 by U.S. Patent and Trademark Office regarding Application #87304272 filed with USPTO on January 17, 2017 by Andrei Pantilie for standard character mark on "UFlex Athletics" in Int'l Class 10

See:

<http://tsdr.uspto.gov/documentviewer?caselid=sn87304272&docid=SUL20191202210410#docIndex=0&page=1>

See: <http://tmsearch.uspto.gov/bin/showfield?f=doc&state=4809:glwuh5.2.1>

**EXHIBIT D**  
**Domain Names**

<https://www.uflexathletics.com/>

**EXHIBIT E**

**Social Media Accounts**

**Facebook:** <https://www.facebook.com/uflexathletics/>

**Instagram:** <https://www.instagram.com/uflexathletics/>

**[ADDITIONAL SOCIAL MEDIA PAGES TO BE PROVIDED BY ANDREI PANTILIE]**

## AMENDMENT TO AGREEMENTS

This Amendment is entered into by and between Papaya Projects, Inc. and Pixozz, LLC & Andrei Pantilie and made to the Agreements listed in Table A below (the "Agreements") previously executed as of the Effective Date and Closing Date, if applicable, listed in Table A adjacent to corresponding Agreement and with the relevant Parties listed in Table A adjacent to corresponding Agreement. This Amendment shall become effective as of January 7, 2020 (the "Amendment Effective Date").

	Agreement Title	Agreement Parties	Agreement Effective Date	Agreement Closing Date
1.	Intellectual Property Assignment Agreement	Papaya Projects, Inc. and Pixozz, LLC & Andrei Pantilie	12/30/2019	12/30/2019

**TABLE A**

It is mutually understood and agreed by and between the undersigned contracting Parties to amend those previously executed agreements as follows:

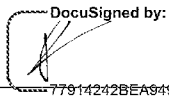
- 1) In Exhibit C Trademarks of the Intellectual Property Assignment Agreement, the grid beneath the underlined text Registered Trademarks shall be amended to include:
  - (a) The Registered U.S. design mark (Registration number: 5337038) where the mark's design is described as consisting of "a stylized figure of a running man comprised out of squares".
- 2) In Exhibit C Trademarks of the Intellectual Property Assignment Agreement, the empty space beneath the underlined text Unregistered Trademarks shall be amended to include:
  - (a) The pending U.S. wordmark "UFlex Athletics" (Serial number: 87304272).
  - (b) The unregistered common law design mark where the mark's design is described as consisting of "a stylized figure of a running man comprised out of squares, with the with a stylized 'UFlex Athletics' text".

(Signature lines are on the next page)

IN WITNESS WHEREOF, this Amendment has been executed by persons duly authorized.

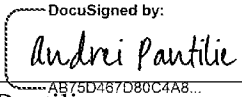
Papaya Projects, Inc.

By: \_\_\_\_\_  
Name: Daniel Boockvar  
Title: President

DocuSigned by:  
  
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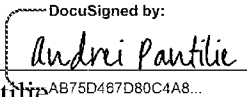
Pixozz, LLC

By: \_\_\_\_\_  
Name: Andrei Pantilie  
Title: Member

DocuSigned by:  
  
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Andrei Pantilie

By: \_\_\_\_\_  
Name: Andrei Pantilie  
Title: Individually

DocuSigned by:  
  
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