

700521478

04/15/2020

TO: fax29-8 COMPANY:

Form PTO-1594 (Rev. 6-12) OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

02-18-20

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Helium International Limited

- Individual(s) Association Partnership Limited Partnership Corporation- State: Other UK private limited company

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 10, 2020

- Assignment Merger Security Agreement Change of Name Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bigfoot Ventures LLC

Street Address: 246 West Broadway

City: New York

State: New York

Country: USA Zip: 10013

- Individual(s) Citizenship Association Citizenship Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other LLC Citizenship NY

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

87461489

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

HELIUM

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael Gleissner

Internal Address:

Street Address: 246 West Broadway

City: New York

State: New York Zip: 10013

Phone Number: 212-796-4304

Docket Number:

Email Address: mgleiss@corp.bigfoot.com

6. Total number of applications and registrations involved:

1 (E)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

- Authorized to be charged to deposit account Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Handwritten signature of Michael Gleissner

Signature

Michael Gleissner

Name of Person Signing

February 10, 2020

Date

Total number of pages including cover sheet, attachments, and document:

2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

TRADEMARK

700521478

REEL: 006916 FRAME: 0291

OP \$40.00

TO: fax29-8 COMPANY:

ASSIGNMENT OF TRADEMARK

This assignment (the "Assignment") is made the 10th day of February 2020 between Helium International Limited, a UK private limited company, whose address is 3rd Floor, 207 Regent Street, London, United Kingdom W1B3HH (hereinafter called the "Assignor") and Bigfoot Ventures LLC, a New York limited liability company, whose address is 246 W. Broadway, New York, N.Y. 10013 USA (hereinafter called the "Assignee"), (collectively the "Parties").

WHEREAS

A. The Assignor is the registered owner of US Application Serial No.: 87461489 for "HELIUM" together with the goodwill of the business symbolized thereby in connection with the goods and services on which the mark is used (the "Trademark").

B. Assignor has agreed to assign to the Assignee the above mentioned Trademark.

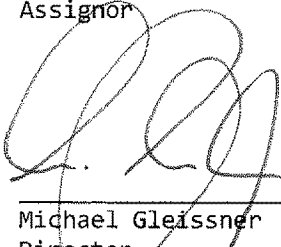
NOW THEREFORE:

Effective from the date hereof, in consideration of the mutual promises, warranties and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged and other good and valuable consideration, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Trademark, together with (1) the goodwill of the business relating to the products and service in respect upon which the Trademark is used and for which it is applied for/registered in; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademark.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademark.

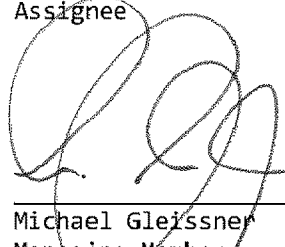
IN WITNESS whereof the Parties hereto have executed, written and signed this Assignment the date first above written.

Assignor



Michael Gleissner
Director
Helium International Limited

Assignee



Michael Gleissner
Managing Member
Bigfoot Ventures LLC