

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penthe Company		09/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	14 Thrasio Fourteen, Inc.		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88723060	THE SIMPLE ELEPHANT	
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>			
Email:	ekta@thras.io		
Correspondent Name:	Ekta Patel		
Address Line 1:	85 West Street		
Address Line 4:	Walpole, MASSACHUSETTS 02081		
NAME OF SUBMITTER:	Ekta Patel		
SIGNATURE:	/ekta patel/		
DATE SIGNED:	09/10/2020		
Total Attachments: 4			
source=2020 09 09 THE SIMPLE ELEPHANT TM Assignment Signed#page1.tif			
source=2020 09 09 THE SIMPLE ELEPHANT TM Assignment Signed#page2.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of September 9, 2020 (the “**Effective Date**”), is entered by and between Penthe Company, a Delaware corporation (the “**Assignor**”), and 14 Thrasio Fourteen, Inc., a Delaware Corporation (“**Assignee**”).

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee, certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and for good and valuable consideration of one dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment – For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor’s right, title, goodwill, and interest in and to the following (collectively, the “**Intellectual Property Assets**”):

a. 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 A attached hereto (collectively, the “**Trademarks**”);

b. 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;

c. all licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “**Licenses**”);

d. all amendments, extensions, renewals and extensions of any of the Trademarks; and

e. 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 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 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.

4. Entire Agreement - This Agreement, and the Exhibit hereto, 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.

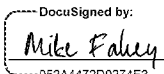
8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is 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:

Penthe Company

By:  _____
Name: Michael Fahey
Title: Secretary

ASSIGNEE:

14 Thrasio Fourteen, Inc.

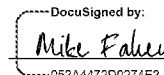
By:  _____
Name: Michael Fahey
Title: Secretary

EXHIBIT A
Trademarks

Serial Number	Reg. Number	Mark	Status
88723060	N/A	THE SIMPLE ELEPHANT	Pending