

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603244

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900565559		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Super G Capital, LLC		08/18/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bluezoo Inc.		
<b>Street Address:</b>	P.O. Box 7264		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94026		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5145036	PARTY SQUASHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128767934		
<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>	3128768000		
<b>Email:</b>	angelica.pogson@dentons.com		
<b>Correspondent Name:</b>	Dentons US LLP		
<b>Address Line 1:</b>	P.O. Box #061080		
<b>Address Line 2:</b>	Wacker Drive Station, Willis Tower		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	15805954-000002		
<b>NAME OF SUBMITTER:</b>	Samuel Fifer		
<b>SIGNATURE:</b>	/Samuel Fifer/		
<b>DATE SIGNED:</b>	10/15/2020		
<b>Total Attachments: 8</b>			
source=Non-Recordation Notice#page1.tif			
source=Assignment#page1.tif			

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Original Cover Sheet dated 08.21.20#page1.tif

source=Original Cover Sheet dated 08.21.20#page2.tif

source=Certificate of Mailing#page 1.tif



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

September 15, 2020

PTAS

DENTONS US LLP  
P.O. BOX #061080  
WACKER DRIVE STATION, WILLIS TOWER  
CHICAGO, IL 60606



900565559

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. see rule..15 U.S.C. §1060(a)

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday, October 15, 2020**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

**Document ID: 900565559**

**Access Code: FIN6997OFX2FYW0**

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAWANDA MILTON  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## **SECURED PARTY BILL OF SALE AND ASSIGNMENT**

This **SECURED PARTY BILL OF SALE AND ASSIGNMENT** is made and entered into as of August 18, 2020 (this "Secured Party Bill of Sale and Assignment") by and between SUPER G CAPITAL, LLC, a Delaware limited liability company (together with its successors and assigns, the "Secured Party") and BLUEZOO, INC., a Delaware corporation (together with its successors and assigns, the "Buyer").

**WHEREAS**, Lender and BLUEFOX, INC., a Delaware corporation (the "Debtor") have entered into financing arrangements pursuant to which, among other things, Lender made advances and provided other financial accommodations to Debtor as set forth in the Business Loan & Security Agreement dated as of April 26, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and together with all other agreements, documents and instruments at any time executed in connection therewith or related thereto, the "Loan Documents") by and between Lender and Debtor;

**WHEREAS**, pursuant to the Loan Agreement and the other Loan Documents, Debtor granted to Lender a continuing first priority security interest in and general lien upon all assets and properties of Debtor (the "Collateral");

**WHEREAS**, as a result of the occurrence and continuance of certain defaults under the Loan Agreement and the other Loan Documents, and in recognition of the rights of Secured Party as a secured party under the Uniform Commercial Code (the "UCC") and other applicable law, Secured Party is taking possession of the Purchased Assets (as defined below) pursuant to the terms of the Loan Agreement; and

**WHEREAS**, subject to the terms and conditions of that certain Foreclosure and Sale Agreement between Secured Party and Buyer dated as of August 18, 2020 (the "Foreclosure and Sale Agreement"), Secured Party has agreed to sell and assign to Buyer, and Buyer as agreed to purchase from Secured Party, all right, title and interest of Debtor in and to the Subject Assets (as defined in the Foreclosure and Sale Agreement) (collectively, the "Purchased Assets"), identified on Schedule 1 hereto; and

**WHEREAS**, this Secured Party Bill of Sale and Assignment shall confirm the previous agreements between the parties concerning the ownership of the Purchased Assets and all rights therein, including all of the Secured Parties' worldwide right, title and interest in and to the Purchased Assets arising by Federal trademark registration and common law, along with the goodwill of the business associated therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. In accordance with Sections 9-610 and 9-617(a) of the UCC, Secured Party, in consideration and upon receipt of the Purchase Price (as defined in the Foreclosure and Sale Agreement), does hereby sell, assign, transfer and deliver unto Buyer, its successors and assigns, all right, title and interest of Debtor in and to the Purchased Assets.

2. EXCEPT AS MAY BE SET FORTH IN THE FORECLOSURE AND SALE AGREEMENT, SECURED PARTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PURCHASED ASSETS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE ENVIRONMENTAL OR PHYSICAL CONDITION THEREOF, THE COMPLIANCE OF THE PURCHASED ASSETS WITH ANY LAWS, RULES OR REGULATIONS, THE MERCHANTABILITY OR SUITABILITY OF THE PURCHASED ASSETS FOR CURRENT USE OR BUYER'S PROPOSED USE, OR WITH RESPECT TO THE QUALITY OR VALUE OF THE PURCHASED ASSETS. EXCEPT AS MAY BE SET FORTH IN THE FORECLOSURE AND SALE AGREEMENT, THE PURCHASED ASSETS ARE BEING SOLD "AS IS, WHERE IS", WITH ALL FAULTS, WITHOUT RECOURSE OF ANY KIND OR NATURE TO SECURED PARTY.

3. The validity of this Secured Party Bill of Sale and Assignment, and the construction, interpretation and enforcement hereof, shall be governed by and shall be construed and interpreted in

accordance with the laws of the State of California (without giving effect to principles of conflicts of law). This Secured Party Bill of Sale shall be binding upon the parties hereto and their respective successors and assigns and shall be enforceable by and inure to the benefit of Secured Party and Buyer. This agreement cannot be changed, modified or terminated orally or by course of conduct, except by a written agreement signed by the parties hereto.

4. This Secured Party Bill of Sale and Assignment may be executed electronically, in multiple counterparts, each of which when executed shall constitute one and the same agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Secured Party Bill of Sale and Assignment on the date first above written.

SUPER G CAPITAL, LLC

By: 

Name: Marc Cole

Title: Chief Financial Officer

ACCEPTED AND AGREED:

BLUEZOO, INC.

By: 

Name: William H. Evans

Title: CEO

**Schedule 1**

**Trademarks**

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number/Serial Number</b>
BLUEFOX, INC.	PARTY SQUASHER	02/21/2017	5,145,036

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
---

Electronic Version v1.1  
 Stylesheet Version v1.2

<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>
Super G Capital, LLC		08/18/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bluezoo Inc.		
<b>Street Address:</b>	P.O. Box 7264		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94026		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5145036	PARTY SQUASHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128767934		
<b>Phone:</b>	3128768000		
<b>Email:</b>	angelica.pogson@dentons.com		
<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>Correspondent Name:</b>	Dentons US LLP		
<b>Address Line 1:</b>	P.O. Box #061080		
<b>Address Line 2:</b>	Wacker Drive Station, Willis Tower		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Samuel Fifer		
<b>Signature:</b>	/Samuel Fifer/		
<b>Date:</b>	08/21/2020		

TRADEMARK

REEL: 007070 FRAME: 0246



**Total Attachments: 5**

source=Assignment\_from\_SuperGCapitalLLC\_to\_BluezooInc#page1.tif  
source=Assignment\_from\_SuperGCapitalLLC\_to\_BluezooInc#page2.tif  
source=Assignment\_from\_SuperGCapitalLLC\_to\_BluezooInc#page3.tif  
source=Assignment\_from\_SuperGCapitalLLC\_to\_BluezooInc#page4.tif  
source=Assignment\_from\_SuperGCapitalLLC\_to\_BluezooInc#page5.tif

**RECEIPT INFORMATION**

**ETAS ID:** TM593470  
**Receipt Date:** 08/21/2020  
**Fee Amount:** \$40

**TRADEMARK****REEL: 007070 FRAME 0247**

## Certificate of Mailing

I hereby certify that this correspondence is being transmitted via the U.S. Patent and Trademark Office electronic trademark assignment system (ETAS) to the USPTO on October 15, 2020.

(

Samuel Fifer

Signature /Samuel Fifer/

Nature of Conveyance: Resubmission of ASSIGNMENT for Document ID:  
900565559

Access Code: FIN6997OFX2FYW0

1. New Cover Sheet dated October 15, 2020
2. Notice of Non-Recordation from USPTO dated September 15, 2020
3. Corrected Assignment
4. Original Cover Sheet dated 08.21.2020
5. Certificate of Mailing