

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608385

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Scoria Chalk LLC | | 10/06/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Amazon Technologies, Inc. | | |
| Street Address: | 410 Terry Avenue North | | |
| Internal Address: | ATTN: Trademarks | | |
| City: | Seattle | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98109 | | |
| Entity Type: | Corporation: NEVADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90051091 | HONEYCODE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2027789100 | | |
| <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: | 2027789000 | | |
| Email: | patricia.foley@klgates.com | | |
| Correspondent Name: | Susan M. Kayser | | |
| Address Line 1: | 1601 K Street, N.W. | | |
| Address Line 4: | Washington, D.C. 20006 | | |
| NAME OF SUBMITTER: | Eric W Lee | | |
| SIGNATURE: | /Eric W Lee/ | | |
| DATE SIGNED: | 11/12/2020 | | |
| Total Attachments: 2 | | | |
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| source=Honeycode.Trademark Assignment Form.signed#page2.tif | | | |

CH \$40.00 90051091

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is effective as of October 6, 2020 (the "Effective Date"), by and between Scoria Chalk, LLC ("Assignor"), a limited liability company organized and existing under the laws of Delaware, and Amazon Technologies, Inc. ("Assignee"), a corporation, organized and existing under the laws of Nevada.

WHEREAS, Assignor is the owner of the trademarks, service marks, and trade names represented by the applications and registrations listed on Schedule A (the "Trademarks"); and

WHEREAS, Assignor wants to assign and Assignee wants to receive all Assignor's right, title, and interest in and to the Trademarks, together with the portion of the business to which the Trademarks pertain and any goodwill associated with the Trademarks;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants contained herein, and for the sum of USD \$1.00 and other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignor now assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks as it exists anywhere in the world and as may be created or acquired at any date in the future, together with the portion of the business to which the Trademarks pertain and any goodwill associated with the Trademarks. This Assignment includes without limitation: all applications and registrations for the Trademarks; all related common law rights; all related priority rights or claims based on international conventions; all rights to proceeds of the Trademarks, including income, royalties, damages, profits, and payments now or hereafter payable; and the right to take action against third parties for past, present, or future infringement of the Trademarks.
2. Assignor shall execute and deliver any other documents and perform any other reasonable acts Assignee may request, that Assignee considers necessary and appropriate to effect the terms of this Assignment and establish Assignee's rights in the Trademarks.
3. This Assignment binds and inures to the benefit of the respective successors and assigns of Assignor and Assignee.

The undersigned have duly executed this Assignment as of the Effective Date.

ASSIGNOR: Scoria Chalk LLC

ASSIGNEE: Amazon Technologies, Inc.

By: Benjamin L. Hancock

By: Aimee Mahan

Name: Benjamin Hancock

Name: Aimee Mahan

Title: President

Title: Assistant Secretary

Schedule A

| Jurisdiction | Trademark | App. No. | Class |
|---------------|-----------|----------|-------|
| Jamaica | HONEYCODE | 080445 | 9, 42 |
| United States | HONEYCODE | 90051091 | 9, 42 |