

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Craze, Inc.		11/05/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Kudu Lily LLC		
Street Address:	c/o Cooley LLP, 1299 Pennsylvania Ave, NW, Ste. 700		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20004-2400		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5721354	SHOP YOUR INSPIRATION	
CORRESPONDENCE DATA			
Fax Number:	3108836500		
<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:	310 883 6400		
Email:	trademarks@cooley.com		
Correspondent Name:	John Paul Oleksiuk of Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	317145-163		
NAME OF SUBMITTER:	Drue Anne Koons		
SIGNATURE:	/Drue Anne Koons/		
DATE SIGNED:	11/06/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is delivered on November 5, 2020 (the “**Effective Date**”) by Craze, Inc., a New York corporation (the “**Assignor**”), for the benefit of Kudu Lily LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, Assignor and the Assignee are parties to the Asset Purchase Agreement dated November 3, 2020 (the “**Purchase Agreement**”); and

WHEREAS, the Assignor has agreed to transfer and assign to the Assignee all of the Assignor’s right, title, and interest in and to the Assignor’s intellectual property rights in and to the Company Intellectual Property (as defined in the Purchase Agreement), including those trademarks set forth on the attached Schedule A (collectively, the “**Marks**”), together with the goodwill of the business associated therewith.

NOW, THEREFORE, the Assignor hereby agrees as follows:

1. The Assignor hereby irrevocably assigns and transfers to the Assignee: (i) all of the Assignor’s right, title, and interest in and to the Marks, together with the goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for the Assignee’s own use and enjoyment and for the use and enjoyment of the Assignee’s successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor’s rights in the Marks.

4. All of the terms and provisions of this Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

6. This Assignment will be deemed to be made and in all respects will be interpreted, construed, and governed by and in accordance with the legal requirements of the State of Delaware without regard to the conflicts of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

CRAZE, INC.

KUDU LILY LLC

By: 
Name: Mark Fishman
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

CRAZE, INC.

By: _____
Name:
Title:

KUDU LILY LLC
DocuSigned by:

By: Atul Porwal
Name: Atul Porwal
Title: Authorized Signatory

SCHEDULE A

<u>Mark</u>	<u>Image</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>	<u>Goods/Services</u>	<u>Class</u>
SHOP YOUR INSPIRATION	N/A	United States of America	Registered	88097082	1/22/19	5,721,354	4/9/2019	Downloadable computer software and mobile applications for facilitating online shopping and promoting the goods of others.	9