

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626326

<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>
Razzoo's, Inc.		11/24/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tricky Fish, Inc.		
<b>Street Address:</b>	6505 W Park Blvd., Ste 306-304		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75093		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5780528	TRICKY FISH LIFE	
<b>Registration Number:</b>	5204356	TRICKY FISH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5123225201		
<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>	5123225200		
<b>Email:</b>	tmcentral@pirkeybarber.com		
<b>Correspondent Name:</b>	Christopher L. Graff		
<b>Address Line 1:</b>	1801 East 6th Street, Suite 300		
<b>Address Line 4:</b>	Austin, TEXAS 78702		
<b>ATTORNEY DOCKET NUMBER:</b>	TFSH004US		
<b>NAME OF SUBMITTER:</b>	Christopher L. Graff		
<b>SIGNATURE:</b>	/Christopher L. Graff/		
<b>DATE SIGNED:</b>	02/15/2021		
<b>Total Attachments: 5</b>			
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OP \$65.00 5780528



## TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of November 24, 2019 (this "**Trademark Assignment**"), is made by Razzoo's, Inc., a Texas corporation ("**Assignor**"), in favor of Tricky Fish, Inc., a Texas corporation ("**Assignee**"). Capitalized terms used but not defined in this Agreement have the meanings assigned to them in the Asset Purchase Agreement, dated as of October 16, 2019 (as amended to date, the "**Purchase Agreement**"), to which Assignor and Assignee are parties.

Concurrently with the execution of this Trademark Assignment, Assignor is consummating the transactions contemplated by the Purchase Agreement, pursuant to which the Assignor has agreed to contribute, convey, transfer, assign and delivered to Assignee all of Assignor's right, title and interest in and to, among other things, the Assigned Trademarks (as defined below); and

Assignor and Assignee desire to execute this Trademark Assignment for purposes of recording the assignment of the Assigned Trademarks (as defined below) and filing this Trademark Assignment with the United States Patent and Trademark Office and/or any other applicable intellectual property offices and/or similar agencies outside of the United States, as may be necessary to effectuate the assignment of the Assigned Trademarks.

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby contributes, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest throughout the world in and to (a) the Trademarks (and the registrations and applications therefor) listed on Attachment 1 and all goodwill corresponding thereto (collectively, the "**Assigned Trademarks**") and (b) (i) all rights pertaining to the Assigned Trademarks arising under international treaties and convention rights; (ii) the right and power to assert, defend and recover title to the Assigned Trademarks; (iii) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to the Assigned Trademarks; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of the Assigned Trademarks; and (v) all administrative rights arising from the Assigned Trademarks, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to the Assigned Trademarks.

2. This Trademark Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and will become effective when one or more counterparts have been signed by a party and delivered to the other parties. Copies of executed counterparts transmitted by fax or email shall be considered original executed counterparts for purposes of this Section 2, provided that receipt of copies of such counterparts is confirmed.

3. This Trademark Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede, enlarge, modify, or waive any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Trademark Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. This Trademark Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

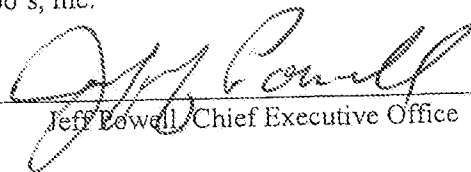
[The next page is the signature page]

The undersigned have caused this Trademark Assignment to be executed and delivered as of the date first written above.

**ASSIGNOR:**

Razzoo's, Inc.

By: \_\_\_\_\_



Jeff Lowell, Chief Executive Office

**ASSIGNEE:**

Tricky Fish, Inc.

By: \_\_\_\_\_

Christopher Degan, President

The undersigned have caused this Trademark Assignment to be executed and delivered as of the date first written above.

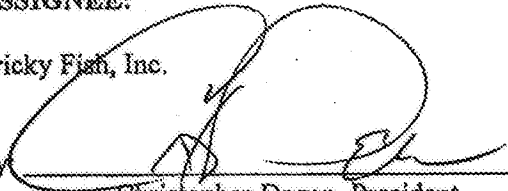
**ASSIGNOR:**

Razzoo's, Inc.

By: \_\_\_\_\_  
Jeff Powell, Chief Executive Office

**ASSIGNEE:**

Tricky Fish, Inc.

By:  \_\_\_\_\_  
Christopher Degan, President

ATTACHMENT 1

COMPANY MARKS

Trademark	Country	Registration Number
Tricky Fish Life	United States	5780528
Tricky Fish	United States	5204356