TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

ETAS ID: TM628544 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL				

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
William Adams		02/11/2021	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Xupermask, LLC			
Street Address:	0960 Wilshire Blvd., 5th Floor			
City:	Los Angeles			
State/Country:	CALIFORNIA			
Postal Code:	90024			
Entity Type:	Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	90026534	SUPERMASK
Serial Number:	90155233	XUPERMASK
Serial Number:	90268874	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8015339800

Email: docketing@wnlaw.com **Correspondent Name:** John C. Stringham

Address Line 1: 60 E. South Temple, Suite 1000 Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	John C. Stringham				
SIGNATURE:	/John C. Stringham/				
DATE SIGNED:	02/26/2021				

Total Attachments: 5

900599091

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Execution Version

WHEN RECORDED RETURN TO:

TRADEMARKS

Workman Nydegger 60 East South Temple, Suite 1000 Salt Lake City, Utah 84111

ASSIGNMENT

February 11, 2021

I, William Adams of 10960 Wilshire Blvd., 5th Floor, Los Angeles, California, 90024 am

the owner of the entire right, title and interest in and to the trademarks, including associated

common law rights and United States trademark registrations and/or applications set forth in the

attached Schedule A, incorporated herein, (all of the foregoing collectively referred to herein as

the "Trademarks"), together with the goodwill of the business associated with and symbolized by

the Trademarks;

Assignee, XUPERMASK, LLC, a Delaware limited liability company, desires to secure

all right, title and interest in and to the Trademarks, the goodwill of the business symbolized by

and associated with the Trademarks and the right to sue for past infringement.

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid

to Assignor by Assignee, the receipt and sufficiency of which Assignor hereby acknowledges,

ASSIGNOR HEREBY ASSIGNS TO ASSIGNEE:

The entire right, title and interest in and to the Trademarks in the United States and all foreign jurisdictions, including but not limited to all domestic and foreign trademarks registrations and/or applications theoretic to gether with the goodwill of the

trademark registrations and/or applications thereto, together with the goodwill of the business symbolized by and associated with the Trademarks and any and all common law rights relating to or associated with the Trademarks, or portions thereof, the same to be

held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been

made.

All claims for damages and all of the remedies arising out of any infringement of

the Trademarks which may have accrued prior to the date of this assignment or may

accrue, including, but not limited to, the right to sue for and collect and retain damages for past infringement of the Trademarks.

Assignor authorizes the Commissioner for Trademarks of the United States and other empowered officials in any applicable foreign jurisdiction to record the transfer of the registrations and/or applications for registration and/or issue any and all certificates of registration of the Trademarks set forth in Schedule A to Assignee.

Assignor hereby agrees, without further consideration and without expense to it, to sign all lawful papers and to perform all other lawful acts which Assignee may request of it to make this Assignment fully effective.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed as of the date first set forth above.

SMAGIA MALKO

[Signature Page to Trademark Assignment]

TRADEMARK

REEL: 007204 FRAME: 0575

IN WITNESS WHEREOF, Assignee has caused this Trademark Assignment to be duly executed as of the date first set forth above.

ON BEHALF OF XUPERMASK, LLC

By:

Name: William Adams

Title: Manager

REEL: 007204 FRAME: 0576

SCHEDULE A

TRADEMARKS

Country	Trademark Owner/ Applicant	Trademark	Class(es)	Status	Application No.	Application Date	Registration No.	Registration Date	Expiry Date
USA	William Adams	SUPERMASK	9, 10, 11	LIVE	90/026,534	6/29/2020	N/A	N/A	N/A
WO	William Adams	SUPERMASK	9, 10, 11	LIVE	A0103746	12/29/2020	N/A	N/A	N/A
CN	William Adams	SUPERMASK	9, 10, 11	LIVE	A0103746	12/29/2020	N/A	N/A	N/A
EM	William Adams	SUPERMASK	9, 10, 11	LIVE	A0103746	12/29/2020	N/A	N/A	N/A
GB	William Adams	SUPERMASK	9, 10, 11	LIVE	A0103746	12/29/2020	N/A	N/A	N/A
USA	William Adams	XUPERMASK	9, 10, 11	LIVE	90/155,233	9/2/2020	N/A	N/A	N/A
USA	William Adams	ॐ	9, 10, 11	LIVE	90/268,874	10/21/2020	N/A	N/A	N/A

RECORDED: 02/26/2021