

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632801

<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>
RESOLUTE EXPEDITIONS, CORP.		03/17/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CARROT SOLUTIONS, INC.		
<b>Street Address:</b>	85 West Street		
<b>City:</b>	Walpole		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02081		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90054020	LA ACTIVE	
<b>Serial Number:</b>	90054096	LA ACTIVE	
<b>Serial Number:</b>	90021216		
<b>Serial Number:</b>	88452955	ANOLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2483583351		
<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>	248-358-4400		
<b>Email:</b>	trademarks@brookskushman.com		
<b>Correspondent Name:</b>	Robyn S. Lederman		
<b>Address Line 1:</b>	1000 Town Center, 22nd Floor		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48075-1238		
<b>ATTORNEY DOCKET NUMBER:</b>	THRT0202TP		
<b>NAME OF SUBMITTER:</b>	Robyn S. Lederman		
<b>SIGNATURE:</b>	/robyn s lederman/		
<b>DATE SIGNED:</b>	03/18/2021		
<b>Total Attachments: 7</b>			
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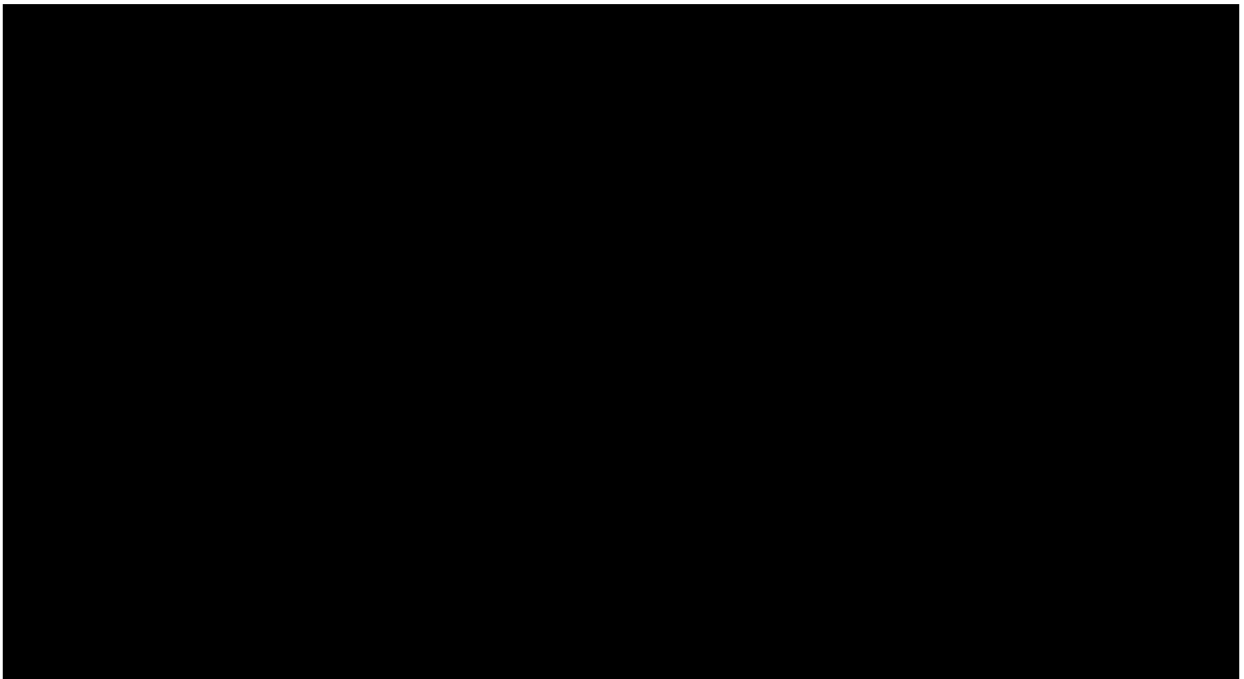
## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**Agreement**”), dated as of March 17, 2021 (the “**Effective Date**”), is entered by and among RESOLUTE EXPEDITIONS, CORP., a California corporation (the “**Company**”), MIKHAIL SILIN, an individual (“**Principal 1**”), EVAN MCGINNIS, an individual (“**Principal 2**” and together with the Company and Principal 1, the “**Assignors**” and each a “**Assignor**”) and CARROT SOLUTIONS, INC., a Delaware corporation (“**Assignee**”) pursuant to that certain asset purchase agreement, dated March 17, 2021, by and among Assignee and, Assignor (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Buyer and the Sellers shall be referred to herein as the “**Parties**” or each, a “**Party**”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

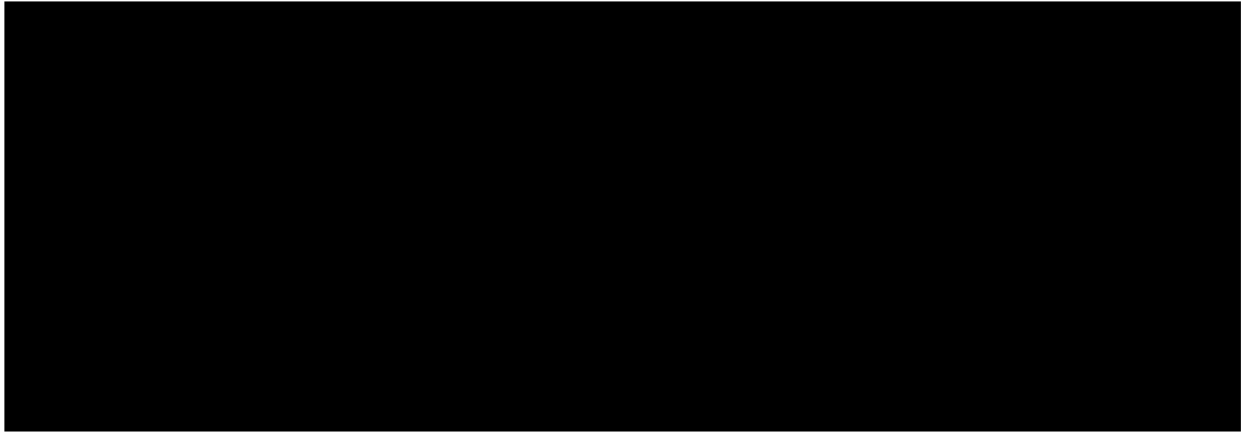
**WHEREAS**, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

**NOW, THEREFORE**, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment - For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor’s right, title, goodwill, and interest in and to the following (collectively, the “**Intellectual Property Assets**”):



e. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);



i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

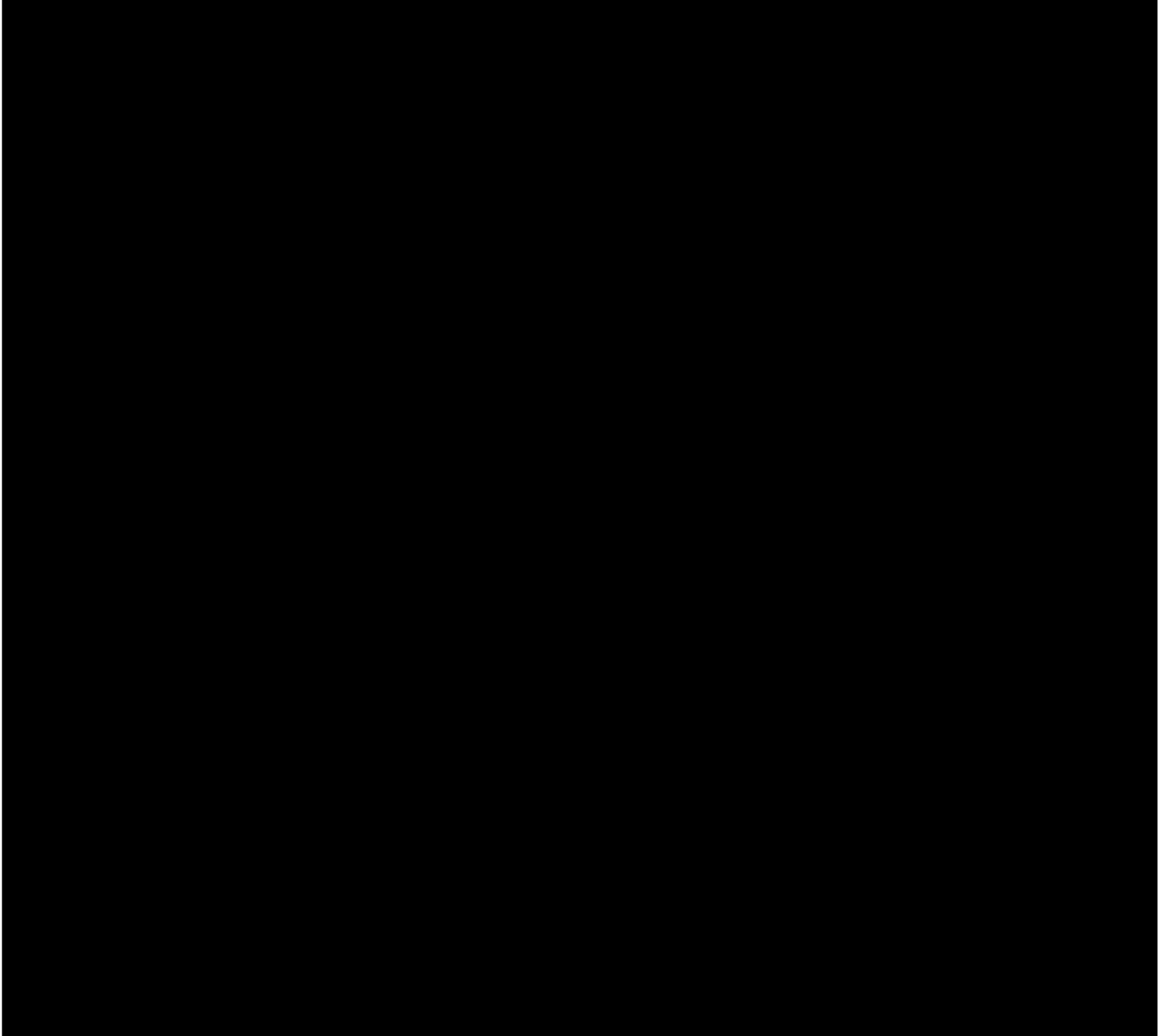
j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “**Licenses**”);

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

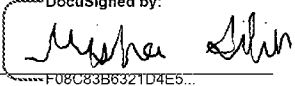


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**IN WITNESS WHEREOF**, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

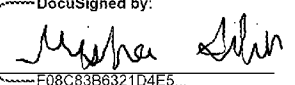
**ASSIGNORS:**

**RESOLUTE EXPEDITIONS, CORP.**

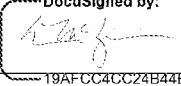
By:  MS  
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Name: Mikhail Silin

Title: Shareholder

 MS  
F08C83B6321D4E5...

**MIKHAIL SILIN**

  
19AFCC4CC24B44B...

**EVAN MCGINNIS**

**ASSIGNEE:**

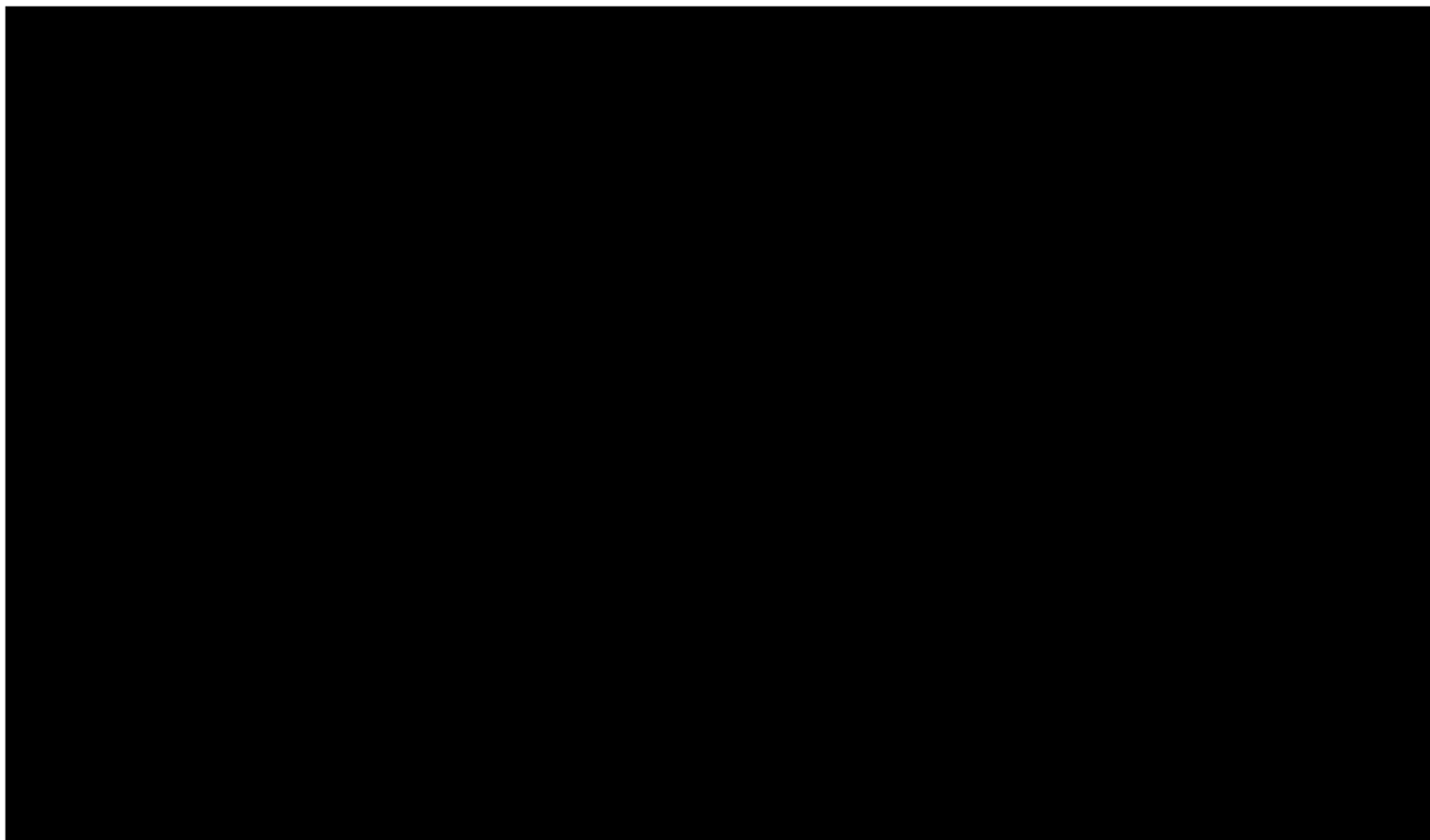
**CARROT SOLUTIONS, INC.**

By:   
4556C0D2E59D4BC...

Name: Michael Fahey

Title: Secretary

**EXHIBIT A**



**EXHIBIT B**



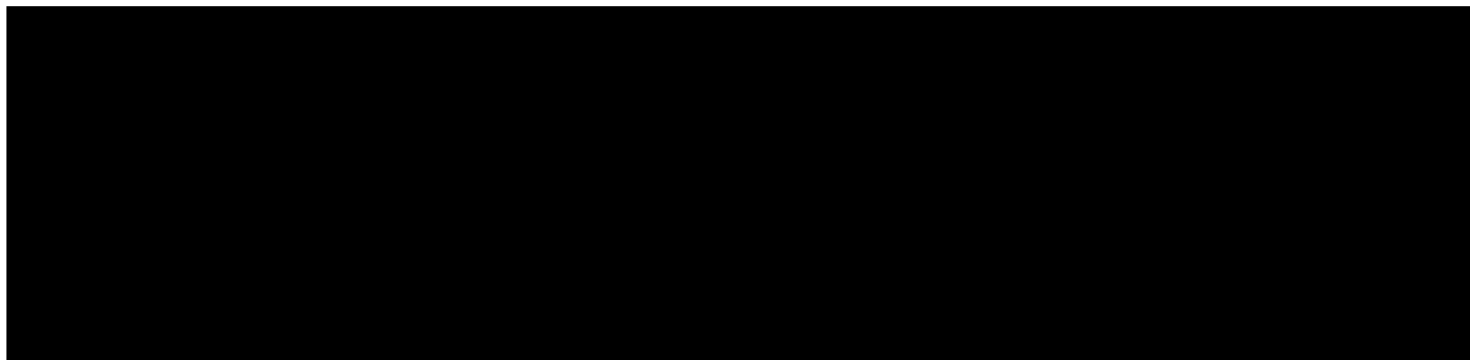
**EXHIBIT C**

**Trademarks**

Registered Trademarks

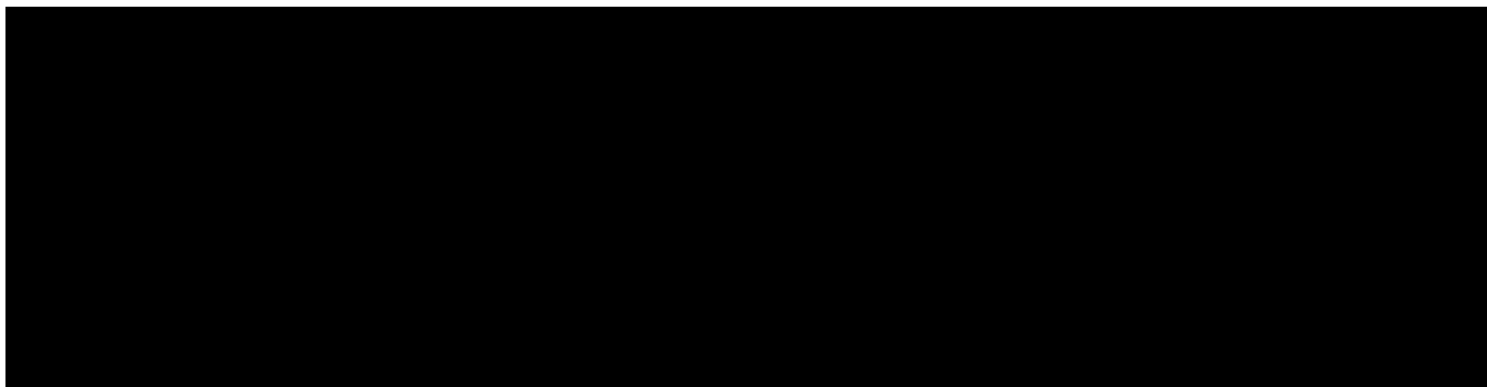
Mark	Application Number	Reg. Number	Jurisdiction	Mark Type	Status	Next Step/Renewal Date
LA ACTIVE	90054020	N/A	US	Wordmark	Pending Application	Pending Office Action

LA ACTIVE	90054096	N/A	US	Design Mark	Pending Application	Pending Office Action
Anole	90021216	6250964	US	Design Mark	Registered	1/19/2026
Anole	88452955	5969286	US	Wordmark	Registered	11/21/2025





**EXHIBIT D**



**EXHIBIT E**

