

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ES DISTRIBUTION, LLC		03/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TOMATO TASKS, INC.		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5698712	GEAR BEAST	
Registration Number:	4631327	GEAR BEAST	
Registration Number:	6019164	G	
Registration Number:	5454776	TAPTOUCH	
Registration Number:	5318049	DEFY LIMITS	
Registration Number:	4797784	GEARSHIELD	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	248-358-4400		
Email:	thrasiotm@brookskushman.com		
Correspondent Name:	Robyn S. Lederman		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075-1238		
ATTORNEY DOCKET NUMBER:	THRT0303TP		
NAME OF SUBMITTER:	Robyn S. Lederman		
SIGNATURE:	/robyn s lederman/		
DATE SIGNED:	04/13/2021		

CH \$165.00 5698712

Total Attachments: 8

source=REDACTED GearBeast_IPAA_[Final].docx#page1.tif

source=REDACTED GearBeast_IPAA_[Final].docx#page2.tif

source=REDACTED GearBeast_IPAA_[Final].docx#page3.tif

source=REDACTED GearBeast_IPAA_[Final].docx#page4.tif

source=REDACTED GearBeast_IPAA_[Final].docx#page5.tif

source=REDACTED GearBeast_IPAA_[Final].docx#page6.tif

source=REDACTED GearBeast_IPAA_[Final].docx#page7.tif

source=REDACTED GearBeast_IPAA_[Final].docx#page8.tif

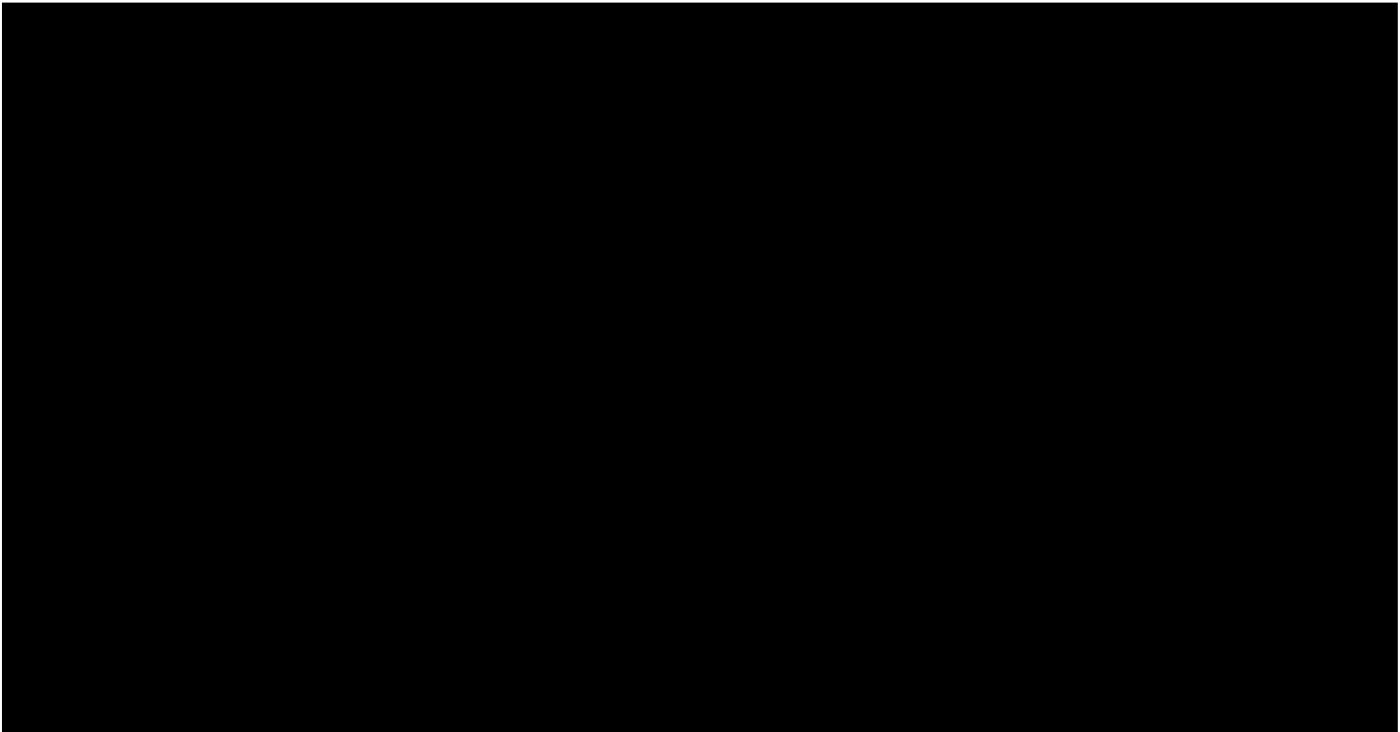
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated as March [26], 2021 (the “**Effective Date**”), is entered by and among ES DISTRIBUTION, LLC, a Delaware limited liability company (the “**Company**” and also referred to herein as “**Assignor**”), JONATHAN MAGASANIK, an individual (“**JM**”), RODNEY J. THEODORE, an individual (“**RT**” and together with JM, each a “**Principal**” and together, the “**Principals**”) and TOMATO TASKS, INC., a Delaware corporation (“**Assignee**”) pursuant to that certain asset purchase agreement, dated March [26], 2021, by and among Assignee, Principals and Assignor (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Assignor, Principals and the Assignee 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.

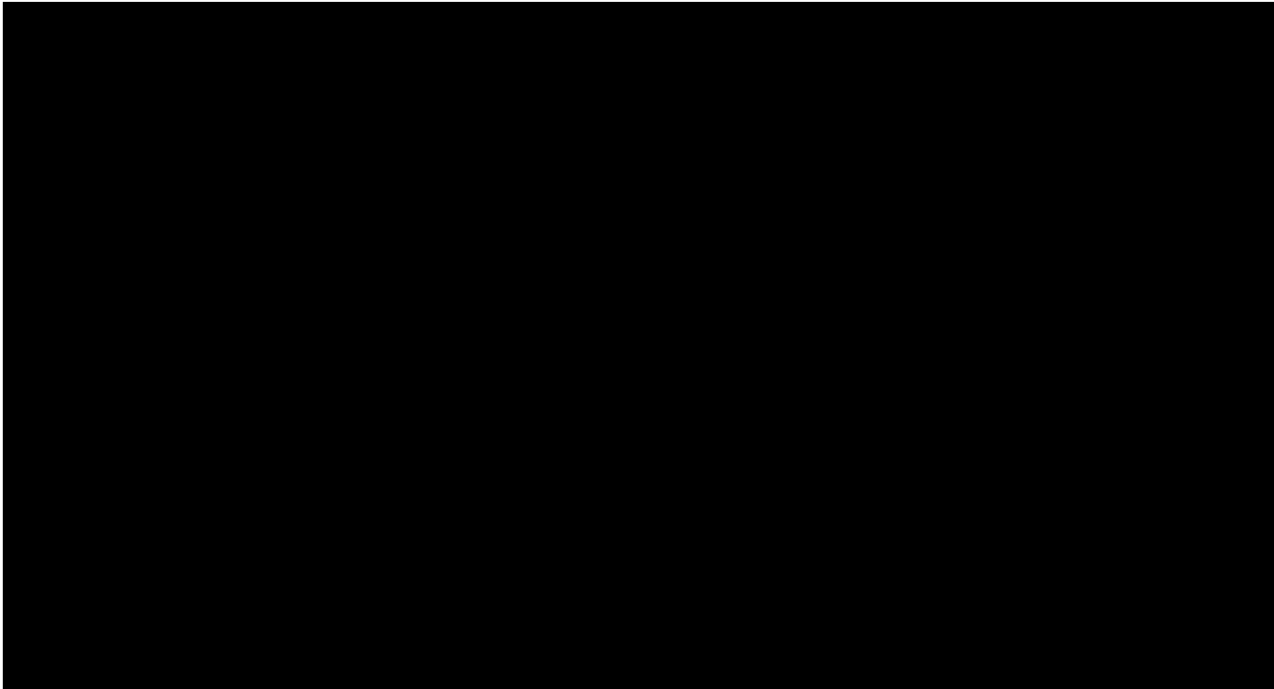
NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

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:





e. all Trademarks and the entire goodwill of the business of Assignor connected with and symbolized by the Trademarks, including without limitation those set forth on Exhibit C attached hereto that are owned by the Assignor or any Principal and used or held for use in the conduct of the Business as currently conducted or proposed to be conducted, together with all (i) royalties, fees, income, payments, and other proceeds now and hereafter due or payable with respect to such Trademarks; and (ii) except for Excluded Assets, claims and causes of action with respect to such Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof;

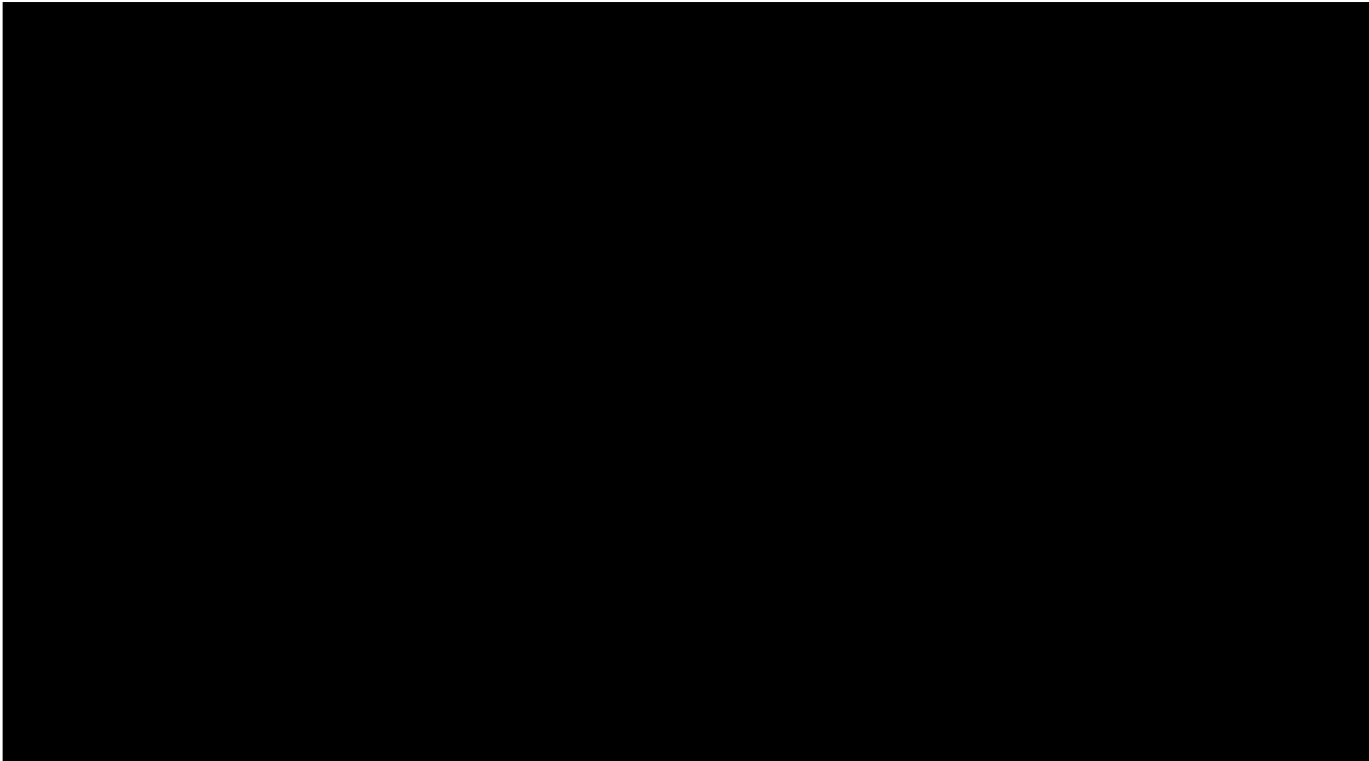




- h. all Intellectual Property Agreements;
- i. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Design Rights, Patents, Mask Works, or Domain Names; and
- j. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, except for Excluded Assets.

2. Recordation and Further Actions - Assignor and Principals 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 and Principals 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.





[remainder of page left intentionally blank]

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

ASSIGNOR:

ES DISTRIBUTION, LLC

By: DocuSigned by:
Jonathan Magasanik
06375AD86E4A4CA...
Name: Jonathan Magasanik
Title: Managing Member

PRINCIPALS:

DocuSigned by:
Jonathan Magasanik
06375AD86E4A4CA...
JONATHAN MAGASANIK

DocuSigned by:
Rodney J. Theodore
76F8447D257A442...
RODNEY J. THEODORE

BUYER:

TOMATO TASKS, INC.

By: DocuSigned by:
Michael Fahey
455CC0D2559D4BC...
Name: Michael Fahey
Title: Secretary

Signature Page to Intellectual Property Assignment Agreement

EXHIBIT A

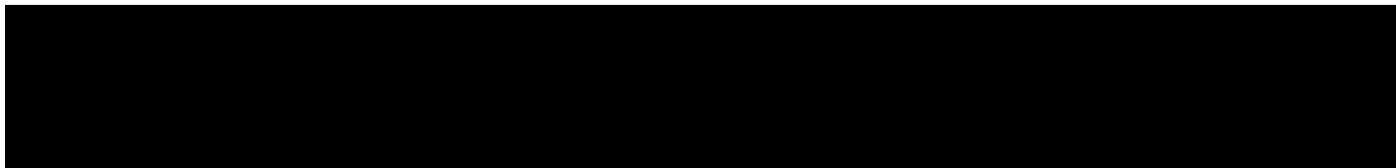


EXHIBIT B

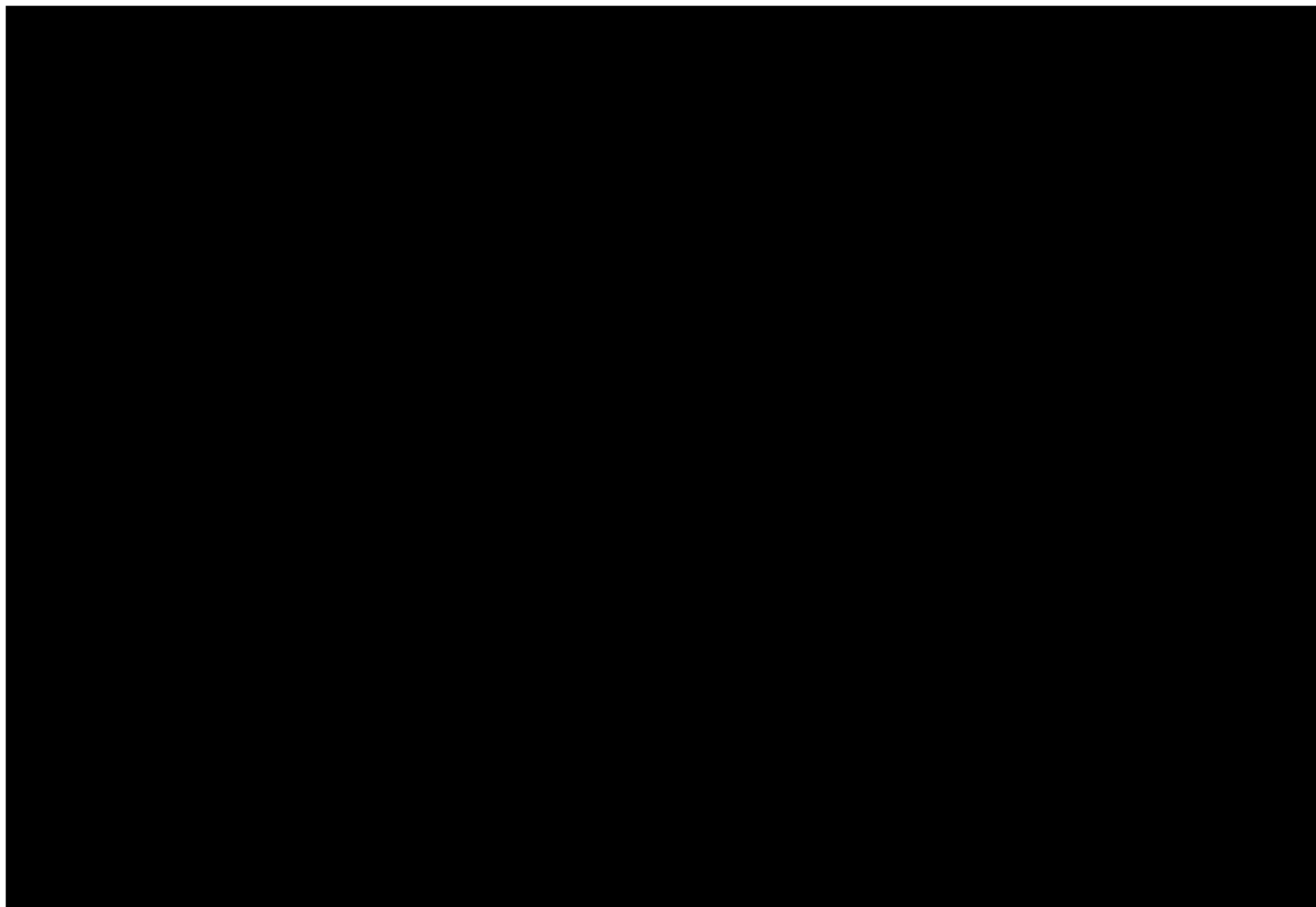


EXHIBIT C
Trademarks

Registered Trademarks

Jurisdiction	Serial Number	Reg. Number	Mark	TYPE	Status	Next Step
USA	87720891	5698712	GEAR BEAST	Wordmark	Registered	3/12/2024
USA	86167623	4631327	GEAR BEAST	Wordmark	Registered	11/4/2023
USA	87082079	6019164	GB	Design Mark	Registered	3/24/2025
USA	87363245	5454776	TAP TOUCH	Wordmark	Registered	4/24/2023
USA	87082834	5318049	DEFY LIMITS	Wordmark	Registered	10/24/2022
USA	86233243	4797784	GEAR SHIELD	Wordmark	Registered	8/25/2021

EXHIBIT D

