

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Squatty Potty, LLC		05/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Squatty Potty USA, LLC		
Street Address:	37 East 18th Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5282616	FRUITY BOOTY	
Registration Number:	5666996	LOG CABIN	
Registration Number:	4800719	PORTA SQUATTY	
Registration Number:	5312425	POTTY LOCK	
Registration Number:	4817591	REFRESH-IT	
Registration Number:	4354138		
Registration Number:	4864515	SQUATTY SLIM	
Registration Number:	5330189	SQUATTYPOTTYMUS	
Registration Number:	4709620	SWEET LOO	
Registration Number:	5004075	SWOOSH YOUR TUSH	
Registration Number:	4075379	THE SQUATTY POTTY	
Registration Number:	5139039	UNICORN GOLD	
Serial Number:	90336974	THE #1 WAY TO #2	
Registration Number:	6223674	POO TANICALS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2126843900
Email: efilings@grr.com
Correspondent Name: David D. Rodrigues
Address Line 1: 270 Madison Avenue, 8th Floor
Address Line 2: Gottlieb, Rackman & Reisman P.C.
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	9047/328
NAME OF SUBMITTER:	David D. Rodrigues
SIGNATURE:	/drodrigues/
DATE SIGNED:	05/12/2021

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into effective as of May 5, 2021, by and between Squatty Potty USA, LLC, a Delaware limited liability company having a principal place of business at 37 East 18th Street, 7th Floor, New York, NY 10003 (“**Assignee**”) and Squatty Potty, LLC, a Delaware limited liability company having a principal place of business at 1664 S Dixie Drive, Suite F-102, St. George, Utah 84770 (“**Assignor**”).

RECITALS

WHEREAS, Assignor, Aterian, Inc., a Delaware corporation and Assignee’s indirect parent, Truweo, LLC, a Delaware limited liability company and Assignee’s direct parent, Edwards SP Holdings, LLC, Team Lindsey, LLC, SLEKT Investments, LLC, Sachs Capital Fund II, LLC, Sachs Capital-Squatty, LLC and Bevel Acquisition II, LLC are parties to that certain Asset Purchase Agreement dated effective as of May 5, 2021 (the “**Agreement**”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A (the “**Marks**”) hereto and described below; and

WHEREAS, Assignee desires to acquire all of Assignor’s rights, title and interest in and to such trademarks.

AGREEMENT

In consideration of the mutual covenants and agreements set forth below and set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by and associated with the Marks and that portion of Assignor’s business to which the mark pertains, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **Assistance**. Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **Authorization**. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States,

whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to accept and record this Assignment and to issue the Marks to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. **General.**

4.1 **Severability.** In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

4.2 **Entire Agreement.** All references in this Assignment shall include all schedules hereto. This Assignment and the Agreement constitute the entire agreement of the parties hereto relating to the subject matter hereof and thereof and supersede all prior agreements or understandings between the parties hereto with respect to such subject matter; *provided*, that nothing in this Assignment shall be construed to supersede, amend or modify any provision of the Agreement or any other agreements thereunder or any rights or obligations thereunder.

4.3 **Successors and Assigns.** This Assignment will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns, but will not be assignable or delegable by any parties hereto, by operation of law or otherwise, without the prior written consent of the other parties hereto; *provided, however*, that nothing in this Assignment shall or is intended to limit the ability of Assignee to assign its rights or delegate its responsibilities, liabilities and obligations under this Assignment, in whole or in part, without the consent of Assignor.

4.4 **Governing Law.** This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, inducement to enter and/or performance of this Assignment (whether related to breach of contract, tortious conduct or otherwise and whether now existing or hereafter arising) shall be governed by, the internal laws of the State of Delaware, without giving effect to any law that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

4.5 **Consent to Jurisdiction.** Each party hereto agrees that any Proceeding arising out of or relating to this Assignment or any transaction contemplated hereby shall be brought exclusively in any state or federal court located in New York County, State of New York and each of the parties hereto hereby submits to the exclusive jurisdiction of such courts for itself and with respect to its property, generally and unconditionally, for the purpose of any such Proceeding. A final judgment in any such Proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each party hereto agrees not to commence any Proceeding arising out of or relating to this Assignment or the transactions contemplated hereby except in the courts described above (other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described above), irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of or relating to this Assignment or the transactions contemplated hereby in any such court, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum or does not have jurisdiction over any party hereto. Each party hereto agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth herein shall be effective service of process for any such Proceeding.

4.6 **Counterparts; Deliveries.** This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same assignment. This

Assignment may be executed by facsimile or electronic (.pdf) signature and facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

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IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

ASSIGNEE:

SQUATTY POTTY USA, LLC
a Delaware limited liability company

TRUWEO, LLC, its sole member
a Delaware limited liability company

DocuSigned by:

Yaniv Sarig

9C51C82CD1CA462

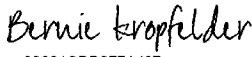
Name: Yaniv Sarig

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first written above.

ASSIGNOR:

SQUATTY POTTY, LLC
a Delaware limited liability company

DocuSigned by:

93094CDD377A497...

Name: Bernie Kropfelder
Title: Chief Executive Officer

(Signature Page to Trademark Assignment)

TRADEMARK
REEL: 007289 FRAME: 0501

SCHEDULE A

MARKS

US Marks

Registration / Serial Number	Mark
4354138	Squatting Man Logo
5463899	Smiley stool Logo
5791663	Clean Better
5810183	Dookie
5559228	Ecco
5887121	Fold-n-stow
5282616	Fruity Booty
5617588	Invisibrush
5886244	Loads of Lemon
5666996	Log Cabin
6223674	Poo Tanicals
5464717	Poop Better
5917682	Poop Like Royalty
4800719	Porta Squatty
5312425	Potty Lock
5875736	Potty Pets
5917684	Prince of Poop
4817591	Refresh-It
5464718	Smell Better

5869238	Spray. Squat. Go!
5952043	Spray. Wipe. Clean!
5464625	Squatty Potty
5464036	Squatty Potty
6069157	Squatty Potty Logo
4864515	Squatty Slim
5330189	Squattypottymus
4709620	Sweet loo
5004075	Swoosh Your Tush
4075379	The Squatty Potty
5139039	Unicorn Gold

International Trademarks

Jurisdiction	Registration / Serial Number	Mark
SA	1440020890	Squatty Potty
UAE	319030	Squatty Potty
CA	TMA945233	Squatty Potty
PA	241319-01	Squatty Potty
SG (WIPO)	T1413558G	Squatty Potty
MY	2014005554	Squatty Potty
CN	19854013	Squatty Potty
JP	5842779	Squatty Potty
KR	40-1165252	Squatty Potty

EM (WIPO)	1129300	The Squatty Potty
AU (WIPO)	1642320	The Squatty Potty
EM (WIPO)	1329514	Unicorn Gold
WIPO (IR)	1129300	THE SQUATTY POTTY
MX	1934209	SQUATTY POTTY
EM (WIPO)	1129300	The Squatty Potty
UK	UK00821129300	THE SQUATTY POTTY
UK	UK00811129300	THE SQUATTY POTTY
WIPO (IR)	1329514	UNICORN GOLD
UK	UK00801329514	Unicorn Gold

Pending Trademark Applications

Jurisdiction	Application Number	Mark
US	87880864	Sit. Elevate. Eliminate
US	90336974	The #1 Way to #2