

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM642494

<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>
Art 101 USA, Ltd.		12/23/2020	Limited Partnership:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Advantus, Corp.		
<b>Street Address:</b>	12276 San Jose Blvd., Ste 618		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32223		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4839411	BUDDING ARTIST	
<b>Registration Number:</b>	5232540	FELTEEZ	
<b>Registration Number:</b>	5550879	ART 101 GALLERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9044820100		
<b>Email:</b>	kjacobs@advantus.com		
<b>Correspondent Name:</b>	Kyle Jacobs		
<b>Address Line 1:</b>	12276 San Jose Blvd., Ste 618		
<b>Address Line 4:</b>	Jacksonville, FLORIDA 32223		
<b>NAME OF SUBMITTER:</b>	Kyle Jacobs		
<b>SIGNATURE:</b>	/Kyle Jacobs/		
<b>DATE SIGNED:</b>	04/27/2021		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF COPYRIGHTS, SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF COPYRIGHTS, SERVICEMARKS AND TRADEMARKS made as of the 23rd day of December, 2020, by Art 101 USA, Ltd., a Texas limited partnership with its principal place of business at 4570 Westgrove Dr., Suite 275, Addison, Texas 75001 ("Assignor"), to Advantus, Corp., a Florida corporation with its principal place of business at 12276 San Jose Blvd., Ste. 618, Jacksonville, FL 32223 ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December 23, 2020 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the copyrights, servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's: (i) registered and unregistered domestic and foreign copyrights and copyright applications, including without limitation the copyright registrations and/or copyright applications and/or copyright rights listed in **Schedule A** annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "Copyrights"); and (ii) registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on **Schedule B** annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged agree as follows:

1. Copyrights. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Copyrights, and all rights to sue for infringement of any Copyright, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made. After the date hereof, the Assignee acknowledges that it will be responsible to properly and timely maintain ownership and registration (to the extent registered) of the Copyrights as may be required by applicable law.

2. Marks. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized

thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Marks not been made. After the date hereof, the Assignee acknowledges that it will be responsible to properly and timely maintain ownership and registration (to the extent registered) of the Marks as may be required by applicable law.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Copyrights, Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Copyrights, Servicemarks and Trademarks as of the date first above written.

ART 101 USA, LTD., a Texas limited partnership

By: DM Creations I, Inc., a Texas corporation, its general partner

By: Edward E. Hardin, IV  
Edward E. Hardin, IV, President

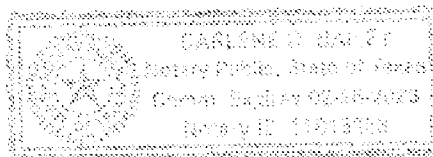
[SEAL]

State of )  
          ) ss.:  
County of )

On this 21 day of December, 2020, before me, Darlene D. Bailey, personally appeared Edward E. Hardin, IV, DM Creations I, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Darlene D. Bailey  
Notary Public



[SIGNATURE PAGE TO ASSIGNMENT OF COPYRIGHTS, SERVICEMARKS AND TRADEMARKS]

**SCHEDULE B  
MARKS**

Registered Servicemarks and Trademarks

Servicemark or Trademark	Registration No.	Registration Date
Art 101	TMA836823 (Canada)	11/21/2012
██████	██████	██████
Budding Artist	4839411	10/27/2015
Felteez	5232540	6/27/2017
Art 101 Gallery	5550879	8/28/2018
Budding Artist	2951160 (China)	3/9/2018
Art 101	TMA836823 (Canada)	11/21/2012
Art 101	4011871230000 (Korea)	6/28/2016

Unregistered Servicemarks and Trademarks

**Art 101 Creative Tools**  
**Art 101 Platinum**  
**Art 101 Trends**  
**DM**  
**DM Creations**

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
Art 101 Crafts	90289559	10/30/2020
Art 101	40-2018-0016686 (Korea)	1/14/2019

Trade Names

None