

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Multiply Media, LLC		05/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Solid Ventures, Inc.		
Street Address:	C/O Buche & Associates, P.C.,		
Internal Address:	875 Prospect, Suite 305		
City:	La Jolla		
State/Country:	CALIFORNIA		
Postal Code:	92037		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5609933	FASHIONBEANS	
Registration Number:	5609964	HW	
CORRESPONDENCE DATA			
Fax Number:	8584302426		
<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:	8584599111		
Email:	jbuche@buchelaw.com		
Correspondent Name:	John Buche		
Address Line 1:	C/O Buche & Associates, P.C.		
Address Line 2:	875 Prospect, Suite 305		
Address Line 4:	La Jolla, CALIFORNIA 92037		
NAME OF SUBMITTER:	Bryce A. Johnson		
SIGNATURE:	/Bryce A. Johnson/		
DATE SIGNED:	05/25/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Assignment”), dated as of May 20, 2021 (the “Effective Date”), is made by and between **Multiply Media, LLC**, a Delaware limited liability company (hereinafter the “Assignor”), and **Solid Ventures, Inc.**, a California corporation (hereinafter the “Assignee”). Assignor and Assignee are each referred to herein as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined herein shall have those meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee entered into a certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”);

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks identified on **Schedule A** attached hereto (the “Trademarks”), together with the goodwill associated therewith; and

WHEREAS, pursuant to and as a condition to the Closing of the Asset Purchase Agreement, Assignee shall purchase and acquire from Assignor, and Assignor shall sell, assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in, to and under the Trademarks.

NOW THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment**. Assignor does hereby assign, transfer, convey and deliver unto Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Trademarks, whether statutory or at common law, together with all goodwill arising from or related thereto, including, but not limited to, the right to (a) all income, royalties and payments now or hereafter due or payable with respect thereto, (b) sue for, bring actions, and defend against, or otherwise recover for infringements, misappropriation or any other violation of the Trademarks, and the right to all the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements, misappropriation or any other violation of the Trademarks, (c) apply for, make filings with respect to and maintain all registrations, applications, renewals and extensions thereof, and (d) all other rights of any kind whatsoever of Assignor, including the right to fully and entirely stand in the place of Assignor in all matters related thereto, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Further Assurances**. Upon written request from Assignee, and without further consideration (but subject to Section 7.9 of the Asset Purchase Agreement), Assignor agrees to take such actions and execute such documentation that may be reasonably necessary to effectuate the assignment, transfer, and conveyance of the Trademarks to Assignee. Assignor hereby authorizes the United States Patent and Trademark Office and any foreign intellectual property office to record Assignee as the owner of the Trademarks in accordance with the terms of this Assignment and to issue any such trademark registration, certificate or document in the name and for the benefit of Assignee.

3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any other jurisdiction.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

Multiply Media, LLC

DocuSigned by:

By:

Benjamin P. McCoy

A3F86435CC942C...
Benjamin P. McCoy
Chief Financial Officer

Solid Ventures, Inc.

DocuSigned by:

By:

Evan Demkiw

4F365E48E3947...
Evan Demkiw
Chief Executive Officer

Schedule A**Trademarks**

Trademark	Country	Filing Date	App No. / Reg. No.	Current Recorded Owner Name
FASHIONBEANS	United States of America	21-Nov-2017	TM 1436	Multiply Media, LLC
FASHIONBEANS	United States of America	21-Nov-2017	TM 1465	Multiply Media, LLC
FASHIONBEANS	Int'l Registration - Madrid Protocol Only	20-Dec-2017	1396912	Multiply Media, LLC
FASHIONBEANS	European Union (Community)	20-Dec-2017	1396912	Multiply Media, LLC
HW (And Design)	United States of America	04-Dec-2017	TM 1535	Multiply Media, LLC
HW (And Design)	Int'l Registration - Madrid Protocol Only	20-Dec-2017	1393794	Multiply Media, LLC
HW (And Design)	European Union (Community)	20-Dec-2017	1393794	Multiply Media, LLC