

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GlowCity, LLC		06/24/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Honey Sunset, Inc.		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4275288	GLOWCITY	
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:	2483584400		
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:	THRT0963TP		
NAME OF SUBMITTER:	Robyn S. Lederman		
SIGNATURE:	/robyn s lederman/		
DATE SIGNED:	07/14/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of June 24, 2021 (the “**Effective Date**”), is entered by and among GlowCity, LLC, a New York limited liability company (the “**Company**”), Kyle Scism, an individual (“**Principal 1**”), Brett Beachner (“**Principal 2**”, and together with Principal 1 and the Company, the “**Assignors**” and each a “**Assignor**”) and Honey Sunset, Inc., a Delaware corporation (“**Assignee**”) pursuant to that certain asset purchase agreement, dated June 24, 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**”):

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**”);

[REDACTED]

[REDACTED]

[REDACTED]

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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[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.

ASSIGNORS:

GLOWCITY, LLC

DocuSigned by:
Kyle Scism
By: _____
DE68589E34894A2...
Name: Kyle Scism
Title: Vice President

DocuSigned by:
Kyle Scism

DE68589E34894A2...
Kyle Scism

DocuSigned by:
Brett

4B6920C98CFA498...
Brett Beachner

ASSIGNEE:

HONEY SUNSET, INC.

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

EXHIBIT A



EXHIBIT B



EXHIBIT C

Trademarks

Registered Trademarks

Serial Number	Reg. Number	Mark	Status	First Use Dates	Next Step
85638052	4275288	GLOWCITY	Registered USPTO 1/15/2013	7/8/2009	Sec. 8 & 15 filed 4/19/2018

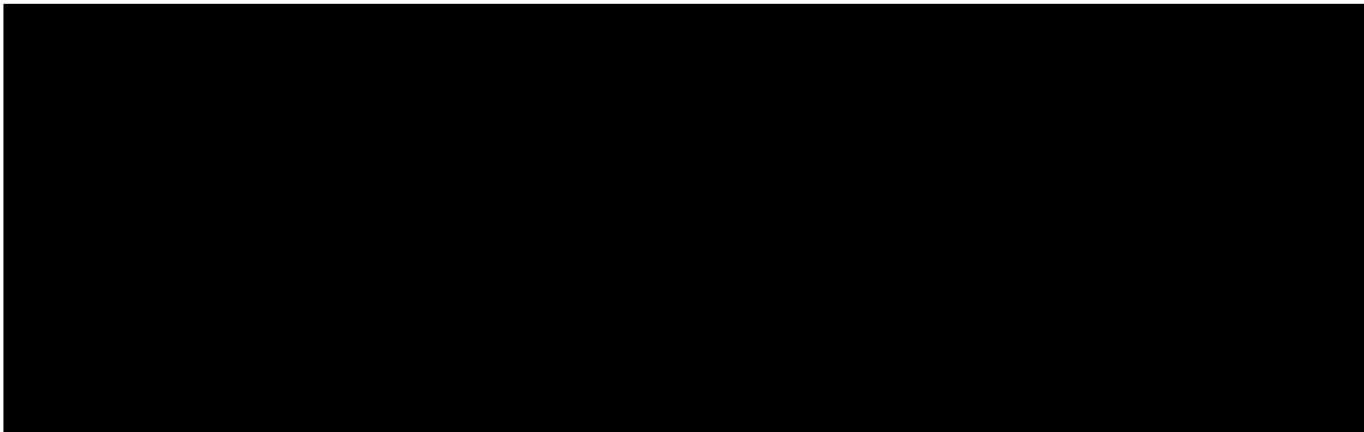


EXHIBIT D



EXHIBIT E

