

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM659954

<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>
WORLDWIDE SPECIALS, LLC		06/17/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ROSE BUD CREATIONS, INC.		
<b>Street Address:</b>	85 West Street		
<b>City:</b>	Walpole		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02081		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5295427	HOLA! MUSIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2483584400		
<b>Email:</b>	thrasiotm@brookskushman.com		
<b>Correspondent Name:</b>	Robyn S. Lederman		
<b>Address Line 1:</b>	1000 Town Center, 22nd Floor		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48075-1238		
<b>ATTORNEY DOCKET NUMBER:</b>	THRT0962TP		
<b>NAME OF SUBMITTER:</b>	Robyn S. Lederman		
<b>SIGNATURE:</b>	/robyn s lederman/		
<b>DATE SIGNED:</b>	07/14/2021		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**Agreement**”), dated as of June 17, 2021, and is entered into by and among HOLA MUSIC LIMITED, an Israel limited company (the “**Seller 1**”), WORLDWIDE SPECIALS, LLC, a Delaware limited liability company (“**Seller 2**” and together with Seller 1, “**Sellers**” and each, a “**Seller**”), ERAN ELIYAHU, an individual (“**Principal**” and together with the Sellers, the “**Assignors**” and each an “**Assignor**”) and ROSE BUD CREATIONS, Inc., a Delaware corporation (the “**Assignee**”) pursuant to that certain asset purchase agreement, dated June 17, 2021, by and among, *inter alia*, Assignee and Assignors (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), Assignors has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignors.

**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, Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignors’ 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 Assignors connected with and symbolized by such trademarks, to the extent relating to the Business, 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 - Assignors hereby authorize 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, Assignors shall take such reasonable steps and actions, and provide such reasonable 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:**

**HOLA MUSIC LIMITED**

By: DocuSigned by:  
*Eran Eliyahu*  
E2EDB6C0B22E459...  
Name: Eran Eliyahu  
Title: Manager

**WORLDWIDE SPECIALS, LLC**

By: DocuSigned by:  
*Eran Eliyahu*  
E2EDB6C0B22E459...  
Name: Eran Eliyahu  
Title: Manager

DocuSigned by:  
*Eran Eliyahu*  
E2EDB6C0B22E459...  
**ERAN ELIYAHU**

**ASSIGNEE:**

**ROSE BUD CREATIONS, INC.**

By: DocuSigned by:  
*Michael Fahey*  
459CC0D255B04BC...  
Name: Michael Fahey  
Title: Secretary

**EXHIBIT A**



**EXHIBIT B**

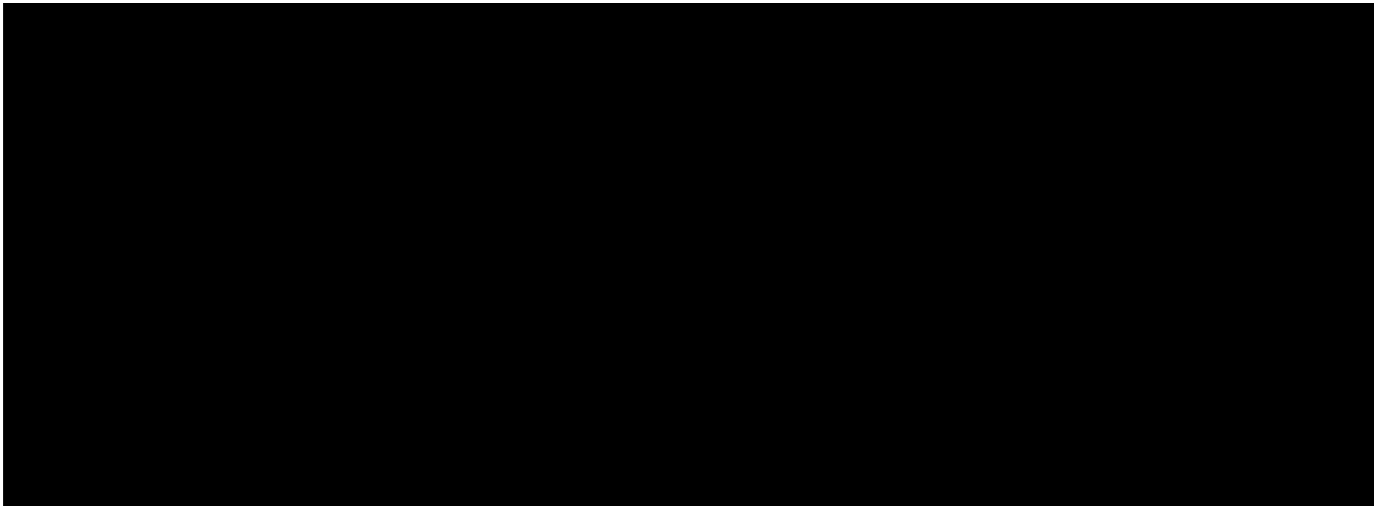


**EXHIBIT C**

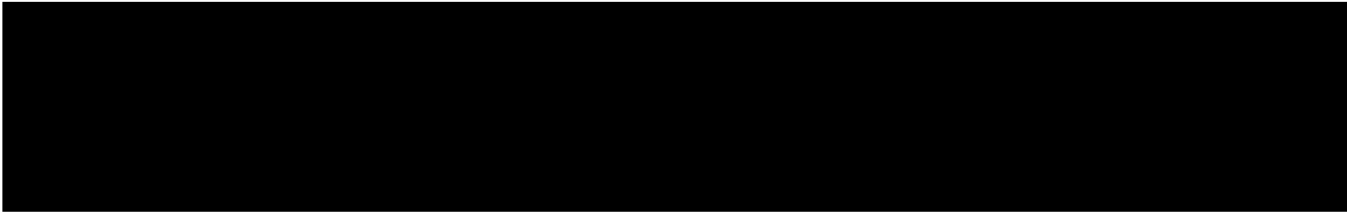
**Trademarks**

Registered Trademarks

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Mark</b>	<b>Status</b>	<b>Next Step</b>
87-328,899	5,295,427	Word Mark	Live	Renew between 5 <sup>th</sup> and 6 <sup>th</sup> year.



**EXHIBIT D**



**EXHIBIT E**

