

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM660896

<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>
Penguin Wellness LLC		05/14/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Big World Brands LLC		
<b>Street Address:</b>	680 Mission Street		
<b>Internal Address:</b>	#34L		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88699928	PENGUIN	
<b>Serial Number:</b>	88699975	PENGUIN	
<b>Serial Number:</b>	88699956	PENGUIN	
<b>Serial Number:</b>	88699908	PENGUIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7033912901		
<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>	571-267-7002		
<b>Email:</b>	tm-docketing@marburylaw.com		
<b>Correspondent Name:</b>	Shauna M. Wertheim		
<b>Address Line 1:</b>	11800 Sunrise Valley Drive		
<b>Address Line 2:</b>	15th Floor		
<b>Address Line 4:</b>	Reston, VIRGINIA 20191		
<b>ATTORNEY DOCKET NUMBER:</b>	35123-TMK		
<b>NAME OF SUBMITTER:</b>	Shauna M. Wertheim		
<b>SIGNATURE:</b>	/Shauna M. Wertheim/		
<b>DATE SIGNED:</b>	07/19/2021		

OP \$115.00 88699928

**Total Attachments: 4**

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**TRADEMARK & INTELLECTUAL PROPERTY ASSIGNMENT**

This Trademark & Intellectual Property Assignment (hereinafter referred to as "Assignment") is effective as of May 14, 2021, by and between Penguin Wellness LLC (hereinafter "ASSIGNOR") and Big World Brands LLC (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, or intends to use, and is, to the best of its knowledge and belief, the owner of various trademarks, including, but not limited to, those trademarks set forth in **Schedule A**, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") in those countries throughout the world where ASSIGNOR has used and/or applied for the Trademarks.

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark applications relating to the Trademarks set forth in **Schedule B**, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Applications") and owns various domain names, including, but not limited to, the domain names set forth on **Schedule C**, attached hereto and incorporated by this reference (collectively, the "Domain Names");

WHEREAS, ASSIGNOR owns various copyrights, including, but not limited to, the copyright in the website located at <https://penguincbd.com/> and all photographs, content, text, and graphics therein, all promotional and marketing materials, as well as the logos set forth in **Schedule D**, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Copyrights");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks, Applications, Domain Names, and Copyrights worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest worldwide which include or are comprised of the Trademarks;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Applications, Domain Names, and Copyrights worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademarks; and

WHEREAS, ASSIGNEE is a successor to the portion of ASSIGNOR's business relating to the Trademarks as further set forth in the Unit Purchase Agreement entered into on May 14, 2021 ("UPA").

NOW, THEREFORE, in consideration of the payment and delivery to Assignor of all monies and instruments to be paid and delivered to Assignor by Assignee pursuant to the terms of the UPA and this Agreement, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. **Assignment**. ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

(1) all trademarks owned by Assignor, including, but not limited to, the Trademarks set forth in **Schedule A**;

(2) the Applications set forth in **Schedule B**;

(3) all domain names owned by Assignor, including, but not limited to, the Domain Names set forth in **Schedule C**;

(4) all copyrights owned by Assignor, including, but not limited to, the Copyrights set forth in **Schedule D**; and

(5) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks;

together with the goodwill, which is ongoing and existing, symbolized by said Trademarks, Applications, Domain Names, and Copyrights, and other registered or unregistered trademarks or service marks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest concurrent with the transfer of certain tangible assets as indicia of said goodwill. The assignment includes the portion of ASSIGNOR's business to which such marks pertain. ASSIGNOR will provide ASSIGNEE with the account information and passwords to permit ASSIGNEE to control the Domain Names.

2. **Attorney in Fact**. ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, including but not limited to trademarks and causes of action or claims more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks, Applications, Domain Names, and Copyrights that may have accrued in ASSIGNOR's favor from the respective first use or filing date to the effective date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. At any time, and from time to time hereafter, ASSIGNOR shall, upon ASSIGNEE's written request, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the assigned rights

and causes of action more effectively in ASSIGNEE. ASSIGNOR understands and agrees that no additional payments, royalties, accounting, attribution, credit, or any other kind of material or monetary remuneration will ever be paid, or is expected or required from ASSIGNEE in relation to the rights assigned herein.

3. **Governing Law.** This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California.

4. **Counterparts.** This Assignment may be executed and delivered (including by facsimile or other similar electronic transmission) in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

5. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are incorporated by reference herein and made a part of this Assignment.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the day and year first above written.

**ASSIGNOR**

Penguin Wellness LLC

By: Deep Patel

Name: Deep Patel

Title: Founder, Penguin

Date: May 21, 2021

**ASSIGNEE**

Big World Brand

DocuSigned by:  
AJ Agrawal  
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By: \_\_\_\_\_



Name: AJ Agrawal

Title: Founder

Date: 5/21/2021

**SCHEDULES TO TRADEMARK ASSIGNMENT**

**SCHEDULE A – Trademarks**

Marks

 <b>Penguin</b>
<b>Penguin</b>
PENGUIN

**SCHEDULE B - Federal Trademark Applications**



Mark	Serial No.	Class(es)	Status
PENGUIN	88699928	5	Pending
PENGUIN	88699975	30	Pending
PENGUIN	88699956	29	Pending
PENGUIN	88699908	3	Pending

**SCHEDULE C – Domain Names**

<https://penguincbd.com/>

**SCHEDULE D – Copyrights**

Copyrights in the website located at <https://penguincbd.com/>, and all photographs and graphics therein; all promotional and marketing materials associated therewith, as well as the logos; and all of the following.

Work

 <b>Penguin</b>