

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM661235

<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>
Comoto Holdings, LLC		07/20/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comoto Holdings, Inc.		
<b>Street Address:</b>	4020 South 26th Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19112		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90481785	COMMON TREAD	
<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>	804-775-4391		
<b>Email:</b>	charlacher@mcguirewoods.com		
<b>Correspondent Name:</b>	Christel E. Harlacher		
<b>Address Line 1:</b>	800 EAST CANAL STREET		
<b>Address Line 4:</b>	RICHMOND, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Christel E. Harlacher		
<b>SIGNATURE:</b>	/Christel E. Harlacher/		
<b>DATE SIGNED:</b>	07/20/2021		
<b>Total Attachments: 2</b>			
source=Trademark Assignment_COMMON TREAD (Comoto Holdings) (executed)#page1.tif			
source=Trademark Assignment_COMMON TREAD (Comoto Holdings) (executed)#page2.tif			

OP \$40.00 90481785

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), dated as of July 20, 2021, is made by and between Comoto Holdings, LLC, a Delaware limited liability company with an address of 4020 South 26th Street, Philadelphia, PA 19112 ("Assignor"), and Comoto Holdings, Inc., a Delaware corporation with an address of 4020 South 26th Street, Philadelphia, PA 19112, ("Assignee").

WHEREAS, Assignor has agreed to assign and Assignee is desirous of acquiring the Assigned Trademark Rights (as defined herein), together with the goodwill of the business connected with the use of, and symbolized by the Assigned Trademark Rights.

NOW THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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 assumes, all of Assignor's right, title and interest in and to the COMMON TREAD trademark, including U.S. Application Serial No. 90/481,785 in International Class 41 and all common law rights associated with the foregoing, and (ii) all issuances, extensions and renewals thereof (collectively, the "Assigned Trademark Rights"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect,

evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by this Trademark Assignment.

3. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the Pennsylvania, without regard to conflicts of law doctrines.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

Comoto Holdings, LLC

By: BEN JOLDEN  
Name: BEN JOLDEN  
Title: CEO  
7/20/2021

ASSIGNEE:

Comoto Holdings, Inc.

By: BEN JOLDEN  
Name: BEN JOLDEN  
Title: 7/20/2021 CEO