

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM662555

<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>
MAKE COOL STUFF, LLC		07/19/2021	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PIKE BRANDS LLC		
<b>Street Address:</b>	1536 17th Avenue East		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98112		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6140535	DIY GIFT KITS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8138394896		
<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>	8139990199		
<b>Email:</b>	lros@aegislaw.com		
<b>Correspondent Name:</b>	John Ervin		
<b>Address Line 1:</b>	100 S Ashley Dr		
<b>Address Line 2:</b>	Ste 620		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>NAME OF SUBMITTER:</b>	Leila Ros		
<b>SIGNATURE:</b>	/Leila Ros/		
<b>DATE SIGNED:</b>	07/26/2021		
<b>Total Attachments: 4</b>			
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OP \$40.00 6140535

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made as of July 19, 2021 (the “**Effective Date**”), by and between Make Cool Stuff, LLC, d/b/a “DIY Gift Kits”, a Colorado limited liability company (the “**Assignor**”), and Pike Brands LLC, a Delaware limited liability company (the “**Assignee**”),

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 19, 2021 (the “**Purchase Agreement**”), pursuant to which Seller has agreed to cause Assignor to convey, transfer and assign to the Assignee, among other assets, the Intellectual Property of Assignor;

**WHEREAS**, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the “**Agencies**”); and

**WHEREAS**, capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the following (collectively, the “**Trademark Assets**,” and which, for the avoidance of doubt, shall exclude all Excluded Liabilities):

(a) all trademarks, trademark registrations and trademark applications of Assignor, set forth on **Schedule 1** attached hereto (collectively, the “**Trademarks**”), and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use thereof and symbolized thereby;

(b) all rights of any kind whatsoever of Assignor with respect to the Trademarks accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademarks; and

(d) any and all claims and causes of action with respect to the Trademarks, whether accruing before, on or after the Effective Date, 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 of the foregoing, 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 the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable 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, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark Assets to Assignee, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Seller with respect to the Trademark Assets. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. **Governing Law.** This Assignment and any claim, controversy or dispute arising under or related to this Assignment or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. **Counterparts; Electronic Signatures.** This 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. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com), [www.adobesign.com](http://www.adobesign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

MAKE COOL STUFF, LLC

By: *Kale Inoue*  
Kale Inoue (Jul 20, 2022, 10:51 AM PT)  
Name: Kale Inoue  
Title: Manager

**ASSIGNEE:**

PIKE BRANDS LLC

By: *Jason LeeKeenan*  
Jason LeeKeenan (Jul 19, 2021, 2:06 PM PT)  
Name: Jason LeeKeenan  
Its: Authorized Signatory

**SCHEDULE 1**

**Goods and Services** IC 030. US 046. G & S: hot sauce making kits comprised of vinegar, pepper powder, spice mixes, dried chili peppers, empty squeeze bottles, non-metal bottle caps, funnels, disposable plastic gloves for general use, stickers, pH value measurement indicators made of paper, and information in the field of recipes for hot sauce. FIRST USE: 20170101. FIRST USE IN COMMERCE: 20170101

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 09.01.04 - Bows, decorative ; Ribbons, giftwrap (gift wrap) ; Ribbons, hair  
19.07.05 - Boxes, gift-wrapped ; Gift-wrapped boxes  
26.11.03 - Incomplete rectangles ; Rectangles (incomplete)

**Serial Number** 88783728

**Filing Date** February 3, 2020

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** June 16, 2020

**Registration Number** 6140535

**Registration Date** September 1, 2020

**Owner** (REGISTRANT) Make Cool Stuff, LLC LIMITED LIABILITY COMPANY COLORADO 1340 US-287 Broomfield COLORADO 80020

**Attorney of Record** Samantha C. Markley

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DIY GIFT KITS" APART FROM THE MARK AS SHOWN

**Description of Mark** Color is not claimed as a feature of the mark. The mark consists of a line drawing of a present around the wording "DIY GIFT KITS" on top of a rectangular ribbon graphic which is superimposed on a long rectangular ribbon graphic with lines running along the top and bottom edges of the ribbon.

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

