

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670485

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SLEEPING PARTNERS INTERNATIONAL, INC. | | 08/18/2021 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Pike Brands LLC | | |
| Street Address: | 1536 17th Avenue East | | |
| City: | Seattle | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98112 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5965779 | KIDS RULE | |
| Registration Number: | 2992183 | TADPOLES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 8139990199 | | |
| Email: | Iros@aegislaw.com | | |
| Correspondent Name: | John Ervin | | |
| Address Line 1: | 100 S Ashley Dr | | |
| Address Line 2: | Ste 620 | | |
| Address Line 4: | Tampa, FLORIDA 33602 | | |
| NAME OF SUBMITTER: | John ervin | | |
| SIGNATURE: | /John Ervin/ | | |
| DATE SIGNED: | 08/26/2021 | | |
| Total Attachments: 4 | | | |
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| source=Trademark assignment#page2.tif | | | |
| source=Trademark assignment#page3.tif | | | |

OP \$65.00 5965779

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is made as of August 18, 2021 (the “Effective Date”), by and between Sleeping Partners International, Inc., a New York corporation (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 August 18, 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, including without limitation, those set forth on **Schedule 1**, attached hereto, 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 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 any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, 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, powers of attorney, 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 is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Assignment are intended to authenticate this writing and to have the same force and effect as manual signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

SLEEPING PARTNERS
INTERNATIONAL, INC.

By: *Salvo Stoch*
Name: Salvo Stoch
Title: President

ASSIGNEE:

PIKE BRANDS LLC

By: *Jason LeeKeenan*
Jason LeeKeenan (Aug 18, 2021 11:58 PM)
Name: Jason LeeKeenan
Its: Authorized Signatory

SCHEDULE 1

TRADEMARK ASSETS

| Registered Trademarks | Agency | Registration Number | Registration Date | Next Required Filing |
|------------------------------|---------------|----------------------------|--------------------------|-----------------------------|
| KIDS RULE | USPTO | 5965779 | 1/21/2020 | 1/21/2025 |
| TADPOLES | USPTO | 2992183 | 9/6/2005 | 09/6/2024 |