

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baubles and Soles, Inc.		06/30/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Thrive International, Inc.		
Street Address:	505 N. Highway 169		
Internal Address:	Suite 175		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55441		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5467076	BAUBLES AND SOLES	
Registration Number:	6105156	PLAYGROUND TO PARTY	
CORRESPONDENCE DATA			
Fax Number:	6126046800		
<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:	612.604.6394		
Email:	mmiller@winthrop.com		
Correspondent Name:	MEGAN M. MILLER		
Address Line 1:	225 SOUTH SIXTH STREET, SUITE 3500		
Address Line 2:	WINTHROP & WEINSTINE		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	22531.188/189		
NAME OF SUBMITTER:	Megan M. Miller		
SIGNATURE:	/Megan M. Miller/		
DATE SIGNED:	09/08/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into June 30, 2021 (the "Effective Date") by and between, Baubles and Soles, Inc., a corporation organized under the laws of California ("Assignor"), and Thrive International, Inc. a corporation organized under the laws of Minnesota ("Assignee") (collectively the "Parties" and individually a "Party").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated June 10, 2021 (the "Agreement") wherein Assignor transferred all rights, title, interest, in and to the trademarks and associated goodwill, copyright protected works of authorship, inventions, patents, and any other intellectual property referenced in the Agreement throughout the world which include, but are not limited to, the marks identified in the attached Exhibit A (the "Marks"), the copyright associated with the works identified in the attached Exhibit B (the "Works"), and any inventions owned, conceived, or reduced to practice by Assignor, Assignor's employees, or any other inventions associated with Assignor's business, including any issued patents and pending patent applications including, but not limited to, those identified in the attached Exhibit C and any inventions related thereto (the "Inventions"); and

WHEREAS, the Parties desire to document the transfer of rights from Assignor to Assignee in a form suitable and acceptable for recordation with the appropriate governmental agencies.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Marks and Works. Assignor hereby sells, assigns, and transfers to Assignee any and all of Assignor's right, title, interest in and to the Marks throughout the world, including all rights of priority, together with any and all goodwill of the business embodied in the Marks. Assignor hereby sells, assigns, and transfers to Assignee, any and all of Assignor's right, title, interest in and to the Works throughout the world. The foregoing assignments shall include all domestic and foreign Marks and Works, whether registered or not, and whether identified in the Exhibits or not, and shall include (A) any and all applications or registrations; (B) all rights to causes of action and remedies related thereto including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of any rights related to the foregoing; and (C) any other rights and interests arising out of, in connection with, or in relation to the Marks and Works.

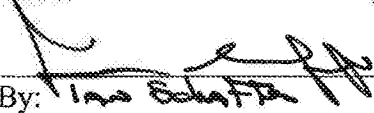
2. Assignment of Inventions. Assignor hereby transfers to Assignee the entire right, title, and interest throughout the world in and to the Inventions, including (1) the right to sue for and collect damages for past, present, and future infringement of, the Inventions throughout the world; (2) all corresponding domestic and foreign applications including any provisional, non-provisional, divisional, continuation, continuation-in-part, reissue application, or any other application based on any of the Inventions; (3) all domestic and foreign issued patents and additional Letters Patent or similar legal protection issuing on or associated with the Inventions; (4) all trade secrets and know-how pertaining to any of the Inventions; and (5) all rights and

benefits under any applicable treaty or convention; and Assignor authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent therefor to issue any Letters Patent or similar legal protection to the Assignee. Assignor authorizes the Assignee, its successors and assigns or anyone it may properly designate, to apply for Letters Patent or similar legal protection for any of the Inventions, in its own name if desired, in the U.S. and any and all foreign countries and to make a claim of priority to any applications as entitled under U.S. law or applicable international conventions, treaties, or otherwise.

3. Further Documentation. Assignor agrees it will make, execute and deliver any and all other instruments in writing including any and all further affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to it relating to the foregoing Marks, Works, and Inventions including, but not limited to, the Inventions and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the Marks, Works, Inventions, and associated rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be

4. Power of Attorney. The Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute all documents in Assignor's name, use the Assignor's name and do all things which the Assignee at its absolute discretion may consider necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement, including delegating such power to Assignee's attorneys, for the purpose of documenting and recording the transfer of the Marks, Works, and Inventions from Assignor to Assignee.

THRIVE INTERNATIONAL, INC.

By: 
Its: CEO

BAUBLES AND SOLES, INC.

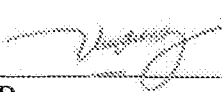
By: 
Its:

EXHIBIT A

Trademarks

Trademark	Serial or Registration Number	Country
BAUBLES AND SOLES	5467076	USA
PLAYGROUND TO PARTY	6105156	USA

EXHIBIT B

Copyrights

All works of authorship comprised by or contained in the Baubles & Soles, website, marketing materials, product designs, logos, graphic designs, and any other work created by or used by Assignor or otherwise used in connection with Assignor's business.

EXHIBIT C

Inventions

Title	Publication No. and App. Nos.	Filing Date
SHOE ACCESSORY SYSTEM	20190281928 16/352750 62/761173	March 13, 2019

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