

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM676413

<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>
Candytopia LLC		02/19/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yutopia Entertainment, LLC		
<b>Street Address:</b>	2900 Dale Avenue		
<b>City:</b>	Sonoma		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95476		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5921890	CANDYTOPIA	
<b>Registration Number:</b>	6069915	CANDYTOPIA	
<b>Registration Number:</b>	6083135	CANDYTOPIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154304372		
<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>	4152681972		
<b>Email:</b>	katherine.keating@bcplaw.com		
<b>Correspondent Name:</b>	Katherine Keating		
<b>Address Line 1:</b>	Three Embarcadero Center, 7th Floor		
<b>Address Line 2:</b>	Bryan Cave Leighton Paisner LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	3006952-2		
<b>NAME OF SUBMITTER:</b>	Katherine Keating		
<b>SIGNATURE:</b>	/katherine keating/		
<b>DATE SIGNED:</b>	09/23/2021		
<b>Total Attachments: 4</b>			
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## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property Agreement (this “**IP Assignment**”) is made and entered into effective as of February 23, 2021 (the “**Effective Date**”) by and between CANDYTOPIA LLC, a California limited liability company (the “**Assignor**”), and YOUTOPIA ENTERTAINMENT, LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, Osix Corporation, as secured party (the “**Secured Party**”), extended credit and provided financial accommodations to the Assignor pursuant to and in accordance with the terms and conditions of (i) an Advertising Services Agreement between the Assignor and the Secured Party dated October 29, 2019, (ii) a Security Agreement between the Assignor and the Secured Party dated as of November 16, 2020 and (iii) a Promissory Note issued by the Assignor to the Secured Party dated November 16, 2020 (as each has been and/or may be amended, supplemented and modified from time to time, collectively, the “**Loan Documents**”);

WHEREAS, as of the date hereof, the Secured Party holds valid and enforceable security interests and liens on the Transferred Assets (as defined below) to secure payment and satisfaction of the Secured Party’s claims against the Assignor under the Loan Documents;

WHEREAS, the Assignor is in default of its obligations to the Secured Party under the Loan Documents and, as a result of such defaults, the Secured Party is entitled to exercise and has exercised its remedies under the Loan Documents and applicable law, including to foreclose its security interest upon and sell Transferred Assets;

WHEREAS, the Secured Party, the Assignee and the Assignor are parties to that certain Foreclosure Sale Agreement dated February 23, 2021 (the “**Purchase Agreement**”), pursuant to which, among other things, the Assignee desires to purchase, and the Secured Party desires to sell to the Assignee, free and clear of all and any junior pledge, lien, security interest or other encumbrance (collectively, the “**Liens**”) in a private sale conducted under Division 9 of the California Uniform Commercial Code (“**CUCC**”) in effect as of the date hereof (the “**Secured Party Sale**”), all of the Assignor’s right, title and interest in and to the Transferred Assets (as defined in the Purchase Agreement), which, subject to the terms and definition of Transferred Assets set forth in the Purchase Agreement, includes all intellectual property owned by the Assignor, including the intellectual property specifically listed on the attached **Exhibit A** (collectively, the “**IP**”); and

WHEREAS, consistent with the Secured Party Sale and the Purchase Agreement, the Assignor hereby delivers this IP Assignment to the Assignee, assigning to the Assignee all of the Assignor’s rights in and to the IP owned by the Assignor.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement. The foregoing recitals are incorporated herein as representations and warranties and made a part of this IP Assignment.

2. Assignment. The Assignor hereby irrevocably assigns, transfers, and conveys to the Assignee all of the Assignor's rights, title, and interests, including but not limited to, all of their respective common law rights, with respect to the IP.

3. Recordation and Further Actions. The Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office ("USPTO") and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request, and at the Assignee's sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the 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 IP assets to the Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The express terms of the Purchase Agreement are incorporated herein by this reference. The Assignor and the Assignee acknowledge and agree that the express representations, warranties, covenants, and agreements 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 hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this IP Assignment as of the Effective Date.

**ASSIGNOR:**

CANDYTOPIA LLC

By: *John Goodman*  
John Goodman # Feb 12, 2013 17:05 PST

Its: Chief Executive Officer

**ASSIGNEE:**

YOUTOPIA ENTERTAINMENT, LLC

By: *John Goodman*  
John Goodman # Feb 12, 2013 17:05 PST

Name: John D. Goodman

Title: Chief Executive Officer

## **EXHIBIT A**

### **List of IP**

- All manner and forms of intellectual property and rights therein of whatever form and nature, including registered and un-registered tradenames trademarks and service marks, including as registered with the USPTO; computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof within the computers and printers; and all similar or related items of automated, computerized, or other information technology (IT) networks and systems (including telecommunications networks and systems for voice, data, and video).
- The website/internet domain “<https://www.candytopia.com/>” registered by GoDaddy, hosted by Instapage, including all subpages and the content and data therein, and all rights thereto.