

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682353

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900647437		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BTCT Innovations IP Holdings, LLC		10/04/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Shaft Innovations UK Limited		
Street Address:	4-8 Circular Road		
Internal Address:	3rd Floor, Atlantic House		
City:	Douglas		
State/Country:	ISLE OF MAN		
Postal Code:	IM1 1AG		
Entity Type:	Limited Company: ISLE OF MAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5535172	INVOSPA	
Registration Number:	5390714	RAPID BEARD	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	302-571-6565		
Email:	amielke@ycst.com		
Correspondent Name:	Allison Mielke		
Address Line 1:	1000 N. King Street		
Address Line 4:	Wilmington, DELAWARE 19807		
NAME OF SUBMITTER:	Allison S. Mielke		
SIGNATURE:	/Allison S. Mielke/		
DATE SIGNED:	10/20/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of October 4, 2021, is made by BTCT Innovations IP Holdings, LLC (the “**Assignor**”), in favor of Shaft Innovations UK, Ltd., a limited company organized under the laws of the Isle of Man (“**Assignee**”), pursuant to that certain *Asset Purchase Agreement*, dated September 28, 2021 by and among BTCT Innovations X, LLC and Shaft Innovations UK Limited (the “**APA**”). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the APA.

WHEREAS, under the terms of the APA, Assignors have conveyed, transferred, and assigned to Assignee, among other assets, certain Assigned IP (as defined below) of Assignor.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest in and to all the following (the “**Assigned IP**”):

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

(b) all internet domain name registrations and social media account or user names (including “handles”) incorporating any Trademark or any acronym, abbreviation, or component thereof, including the domain names and social media accounts listed on Schedule 2, and all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto;

(c) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(f) Each Assignor hereby constitutes and appoints Assignee as such Assignor's true and lawful attorney in fact, with full power of substitution in such Assignor's name and stead, but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid Assigned IP and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. Each Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

2. Recordation. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Unless otherwise set forth in the APA, any costs or fees associated with acts taken under this section shall be borne by the Assignee.

3. Terms of the APA. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned IP. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

4. Counterparts. This IP Assignment may be executed electronically 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 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.

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

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[signature page follows]

IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNORS:

BTCT INNOVATIONS IP HOLDINGS LLC

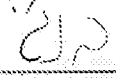
By: 

Name: Jason Rich

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

Shaft Innovations UK Limited

By: 

Name: Benjamin Nusair

Title: CEO

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SCHEDULE 1
[Trademarks]

<u>Mark</u>	<u>Country</u>	<u>Number</u>
InvoSpa	United Kingdom	Registration No. UK00003242642
Ineffable Care	United Kingdom	Registration No. UK00003241440
Rapid Beard	United Kingdom	Registration No. UK00003241447
INVOSPA	United States	Registration No. 5,535,172
INEFFABLE CARE	United States of America	Registration No. 5,535,171
RAPID CARE	United States of America	Registration No. 5,390,714
InvoSpa (figurative mark)	European Union	Registration No. 018216705
Rapid Beard (figurative mark)	European Union	Registration No. 018216706
Ineffable Care (figurative mark)	European Union	Registration No. 018217220
Ineffable Care	People's Republic of China	Registration No. TMZC44243902CSGG
InvoSpa	People's Republic of China	Issuing No. TMZC44241909ZCSL01
Rapid Beard	People's Republic of China	Issuing No. TMZC44247264ZCSL01
Rapid Beard Graphic	People's Republic of China	Submitted September 30, 2020

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SCHEDULE 2
[Domain Names]

Domain Names

invospa.com
rapidbeard.com
ineffablecare.com
shaftbrands.com

Social Media

<u>Brand</u>	<u>Facebook</u>	<u>Instagram</u>	<u>Twitter</u>
InvoSpa	InvoSpa massagers	@invospa	@InvoSpa
Rapid Beard	Rapid Beard	@rapidbeard	@rapidbeard
Ineffable Care	Ineffable Care	None	None
None	Tester Insiders	None	None

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