

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682683

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900647438 | | |
| 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, Ltd. | | |
| Street Address: | 3rd Floor, Atlantic House, 4-8 Circular Road | | |
| City: | Douglas | | |
| State/Country: | ISLE OF MAN | | |
| Postal Code: | IM1 1AG | | |
| Entity Type: | Limited Company: ISLE OF MAN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5535171 | INEFFABLE CARE | |
| 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: | 3025716565 | | |
| Email: | amielke@ycst.com | | |
| Correspondent Name: | Allison Mielke | | |
| Address Line 1: | 1000 N. King Street | | |
| Address Line 4: | Wilmington, DELAWARE 19801 | | |
| NAME OF SUBMITTER: | Allison S. Mielke | | |
| SIGNATURE: | /Allison S. Mielke/ | | |
| DATE SIGNED: | 10/21/2021 | | |
| 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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