

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative S&P, LLC		09/30/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Classy Tangerine, Inc.		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5429871	CREATIVE XP	
Registration Number:	6173019	CREATIVE XP	
Serial Number:	90705609	CREATIVE XP	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<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:	2483584400		
Email:	thrasiotm@brookskushman.com		
Correspondent Name:	Robyn S. Lederman		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075-1238		
ATTORNEY DOCKET NUMBER:	THRT1262TP		
NAME OF SUBMITTER:	Robyn S. Lederman		
SIGNATURE:	/robyn s lederman/		
DATE SIGNED:	11/03/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated of September 30, 2021, and is by and among BZB Brands, LLC, a Wyoming limited liability company (the “**Laegendary Seller**”), Creative S&P, LLC, a Texas limited liability company (the “**Creative XP Seller**” and together with Laegendary Seller, the “**Sellers**” or the “**Assignors**” and each a “**Seller**”), Golden Kiwifruit Enterprises, Inc., a Delaware corporation (the “**Laegendary Buyer**”) and Classy Tangerine, Inc., a Delaware corporation (the “**Creative XP Buyer**” and together with Laegendary Buyer, the “**Buyers**”, and each a “**Buyer**”) (the “**Assignees**”) pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignees and, Assignors (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Assignees and the Assignors shall be referred to herein as the “**Parties**” or each, a “**Party**”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignors has agreed to convey, transfer and assign to Assignees, among other assets, certain intellectual property of Assignors.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby 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 Assignees, and Assignees hereby accept, assume, and receive all of Assignors’ right, title, goodwill, and interest in and to the Intellectual Property Assets.

2. Recordation and Further Actions - Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, 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 Agreement upon request by Assignees.

3. Further Assurances - Following the date hereof, upon Assignees’ request, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignees 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 necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignees, or any assignees or successor thereto.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

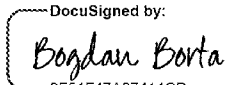
[REDACTED]

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IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

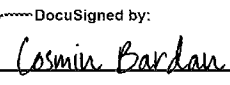
ASSIGNORS:

Creative S&P, LLC

DocuSigned by:
By: 
9F51F47A07414GB...

Name: Bogdan Borta

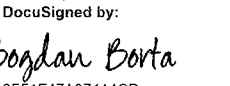
Title: Manager

DocuSigned by:
By: 
8FAFECCE46574BE...

Name: Cosmin Bardan

Title: Manager

BZB Brands, LLC

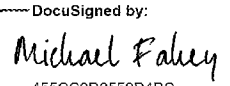
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By: 
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Name: Bogdan Borta

Title: Sole Manager

ASSIGNEES:

Classy Tangerine, Inc.

DocuSigned by:
By: 
455CC0D2559D4BC...

Name: Michael Fahey

Title: Secretary

Golden Kiwifruit Enterprises, Inc.

DocuSigned by:
By: 
433CC0D2339D4BC...

Name: Michael Fahey

Title: Secretary

EXHIBIT A



EXHIBIT B



EXHIBIT C



Registered Trademarks

Registered Trademarks						
Mark	Jurisdiction	Type (Word or Design)	Serial Number	Registration Number	Renewal Date	Owner (Entity/Individual)
CREATIVE XP	US	Word	87430645	5429871	Mar-27	Cosmin Constantin Bardan
CREATIVE XP	US	Word	88690506	6173019	Oct-29	Creative S&P LLC

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CREATIVE XP	US	Design	90705609	N/A (pending application)	N/A Creative S&P LLC

[REDACTED]

[REDACTED]

EXHIBIT D



EXHIBIT E

