

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mi9 Inc.		11/03/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ToolsGroup B.V.		
Street Address:	Teleportboulevard 110		
City:	Amsterdam,		
State/Country:	NETHERLANDS		
Postal Code:	1043 EJ		
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3133362	JUSTENOUGH	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	luis.moreau@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP - Luis Moreau		
Address Line 1:	300 North LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Luis Moreau		
SIGNATURE:	/Luis Moreau/		
DATE SIGNED:	11/09/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 3, 2021 (the "Effective Date") by and between Mi9 Inc., a Delaware Corporation, with its principal office at 12000 Biscayne Blvd Miami, Florida, United States 33181 ("Assignor"), and ToolsGroup B.V., a Dutch Besloten Vennootschap (Private Limited Company), with its principal office at Teleportboulevard 110, 1043 EJ Amsterdam, the Netherlands ("Assignee").

WHEREAS, pursuant to that certain Stock And Asset Purchase Agreement dated November 3, 2021 (the "Agreement"), by and between Mi9 Retail Inc., a Delaware corporation ("Seller"), and ToolsGroup US Operations, LLC, a Delaware limited liability company ("Purchaser"), the Seller shall, inter alia, sell, assign, transfer and convey to the Purchaser, and the Purchaser shall purchase and acquire from the Seller, all of the right, title and interest in and to the Purchased Assets (as defined in the Agreement);

WHEREAS, (i) the Assignor is an Affiliate (as defined in the Purchase Agreement) of the Seller and (ii) the Assignee is an Affiliate (as defined in the Purchase Agreement) of the Purchaser;

WHEREAS, the Assignor is the holder of the Mark (as defined below), which, pursuant to, and upon the consummation of, the Agreement, shall be assigned to the Purchaser or its Affiliate; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Mark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Mark, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Mark.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

MI9 INC.
(Assignor)

DocuSigned by:

Neil Moses

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Name: Neil Moses

Title: President

ToolsGroup B.V.
(Assignee)

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

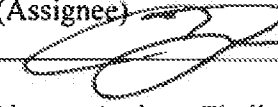
MI9 INC.
(Assignor)

.....

Name:

Title:

ToolsGroup B.V.
(Assignee)


.....

Name: Andrew Zbella

Title: Managing Director

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark	Trademark No.	Registration Date	Owner
JUSTENOUGH	3,133,362	8/22/2006	MI9 INC.