

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mellow Militia, LLC		06/29/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Penny Rose Solutions, Inc.		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4201881	TIKI TOSS	
Registration Number:	4201882	MELLOW MILITIA	
Registration Number:	4201883	MM	
Registration Number:	5608822	TEE TOSS	
Registration Number:	5451209		
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:	THRT1205TP		
NAME OF SUBMITTER:	Robyn S. Lederman		
SIGNATURE:	/robyn s lederman/		
DATE SIGNED:	11/10/2021		

CH \$140.00 4201881

Total Attachments: 6

source=REDACTED Tiki Toss Intellectual Property Assignment Agreement (Executed)#page1.tif

source=REDACTED Tiki Toss Intellectual Property Assignment Agreement (Executed)#page2.tif

source=REDACTED Tiki Toss Intellectual Property Assignment Agreement (Executed)#page3.tif

source=REDACTED Tiki Toss Intellectual Property Assignment Agreement (Executed)#page4.tif

source=REDACTED Tiki Toss Intellectual Property Assignment Agreement (Executed)#page5.tif

source=REDACTED Tiki Toss Intellectual Property Assignment Agreement (Executed)#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of June 29, 2021, and is by and among Mellow Militia, LLC, a Florida limited liability company (the “**Seller**”), Kyle McGetrick, an individual (“**Principal 1**”), Amy Corey, an individual (“**Principal 2**”, and together with Principal 1 and the Seller, the “**Assignors**” and each an “**Assignor**”) and Penny Rose Solutions, Inc., a Delaware corporation (the “**Assignee**”) pursuant to that certain asset purchase agreement, dated June 29, 2021, by and among Assignee and, Assignors (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Buyer and the Sellers 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 Assignee, 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 conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignors’ right, title, goodwill, and interest in and to the Intellectual Property Assets, including, without limitation, those set forth in the attached Exhibits A-D.

a. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

b. all licenses or other rights to use any of the Intellectual Property Assets and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “**Licenses**”);

c. all amendments, extensions, renewals and extensions of any of the intellectual property rights identified above; and

d. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions - Assignors hereby authorizes 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 Assignee.

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[remainder of page left intentionally blank]

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

ASSIGNORS:

MELLOW MILITIA, LLC

By: DocuSigned by:
KYLE McGETRICK
944A65FC9E70409...

Name: Kyle McGetrick

Title: Manager

DocuSigned by:
KYLE McGETRICK
944A65FC9E70409...

Kyle McGetrick

DocuSigned by:
Amy Corey
BC657D4455G14D5...

Amy Corey

ASSIGNEE:

**PENNY ROSE SOLUTIONS,
INC.**

By: DocuSigned by:
Michael Fahey
455CC0D2559D4BC...

Name: Michael Fahey

Title: Secretary

EXHIBIT A

EXHIBIT B

EXHIBIT C

Trademarks

Registered Trademarks

Mark	Jurisdiction	Type (Word or Design)	Serial Number	Registration Number	Renewal Date	Owner (Entity/Individual)
TIKI TOSS	US	word		4201881	Renewal due between 9/4/2021-9/4/2022	Mellow Militia, LLC
MELLOW MILITIA	US	word		4201882	Renewal due between 9/4/2021-9/4/2022	Mellow Militia, LLC
MM and Design	US	design		4201883	Renewal due between 9/4/2021-9/4/2022	Mellow Militia, LLC
TEE TOSS	US	word		5608822	Affidavit of use due between 11/13/2023- 11/13/2024	Mellow Militia, LLC
DESIGN (TIKI TOSS Trade Dress application)	US	Trade dress (Design)		5451209	Affidavit of use due between 4/24/2023- 4/24/2024	Mellow Militia, LLC

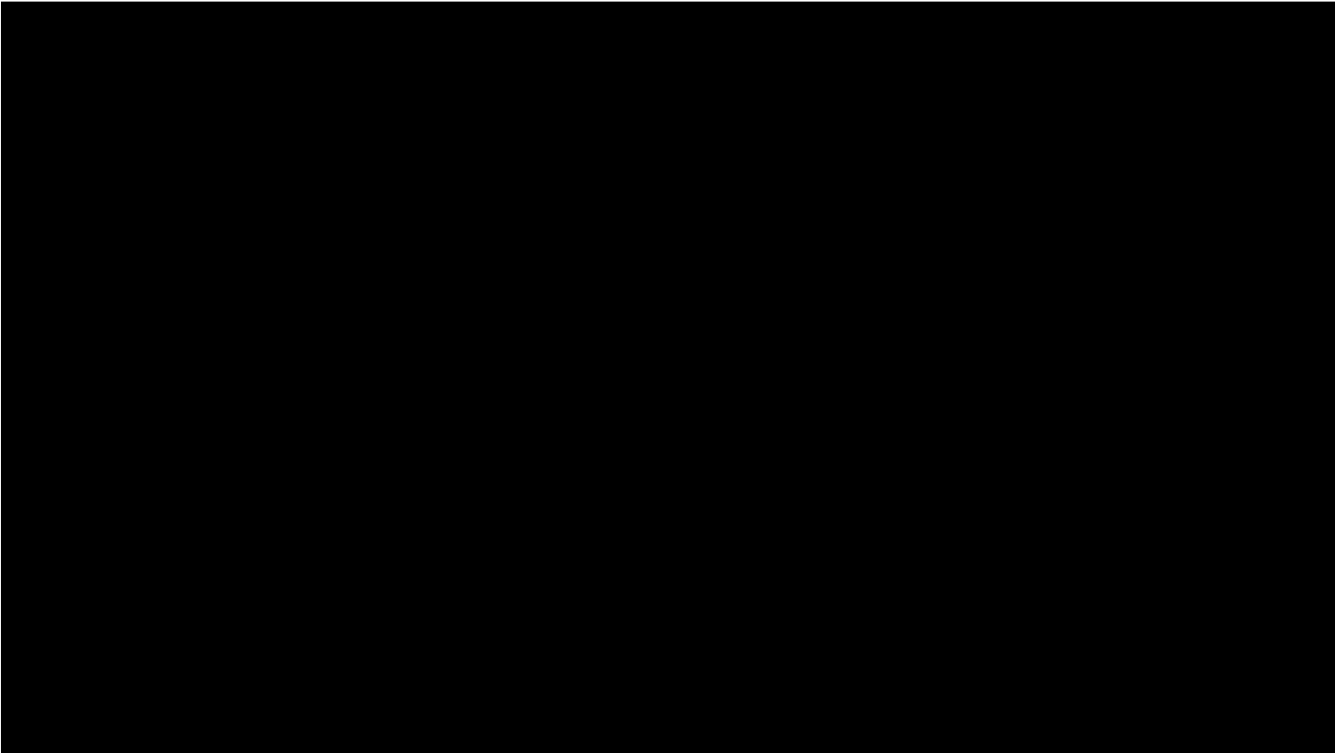


EXHIBIT D

