

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dennis East International, LLC		11/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UMA Enterprises, Inc.		
Street Address:	350 West Apra St.		
City:	Compton		
State/Country:	CALIFORNIA		
Postal Code:	90220		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4829045	WE BRING THE FUN!	
Registration Number:	4999332	JUST STYLE DESIGNED IN AMERICA	
Registration Number:	6290102	DEI	
Registration Number:	5903121	DEI	
Serial Number:	88704903	WILLOW STREET DESIGNS	
Serial Number:	90300626	WILLOW STREET DESIGNS	
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:	(323) 388-7587		
Email:	kmcDaniel@kmcDanielesq.com		
Correspondent Name:	Katherine L. McDaniel		
Address Line 1:	5482 Wilshire Blvd., Suite 410		
Address Line 4:	Los Angeles, CALIFORNIA 90036		
NAME OF SUBMITTER:	Katherine L. McDaniel		
SIGNATURE:	/klm/		
DATE SIGNED:	11/17/2021		

OP \$165.00 4829045

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made as of November 12, 2021, between Dennis East International, LLC, a Delaware limited liability company (the "Assignor") and UMA Enterprises, Inc., a California corporation (the "Assignee") (collectively, the "Parties") with reference to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, and Gregory Bilezikian (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of (a) the registered and pending trademarks and service marks set forth on the attached Schedule A, including all common law rights therein in the United States and any state thereof and in foreign countries (collectively, the "Trademarks"), (b) the copyright registrations and applications for registration set forth on the attached Schedule A (collectively, the "Copyrights"), and (c) the internet domain names set forth on the attached Schedule A (collectively, the "Domain Names"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the entire right, title and interest in and to each Trademark Copyright and Domain Name from Assignor pursuant to this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors, assigns and legal representatives, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including (i) all goodwill associated therewith and symbolized thereby; (ii) any and all rights of priority thereto and renewals thereof; and (iii) all causes of action related to the Trademarks, including the right to damages and profits, due or accrued, and the right to sue and recover for past, present, and future infringement, misappropriation, violation, misuse, breach or default of the foregoing. Assignor further consents to recordation of this Assignment by Assignee, including with the U.S. Patent and Trademark Office or other similar foreign office.

2. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors, assigns and legal representatives, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Copyrights, including all causes of action related to the Copyrights, including the right to damages and profits, due or accrued, and the right to sue and recover for past, present, and future infringement, misappropriation, violation, misuse, breach or default of the foregoing. Assignor further consents to recordation of this Assignment by Assignee, including with the U.S. Copyright Office or other similar foreign office.

3. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors, assigns and legal representatives, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Domain Names, including the right to renew such registrations and the right to damages and profits, due or accrued, and the right to sue and recover for past, present, and future infringement, misappropriation, violation, misuse, breach or default of the foregoing.

4. Assignor hereby assigns to Assignee Assignor's entire right, title and interest in and to: (i) the Trademark, including any and all common law trademark, trade name and intellectual

property rights, including rights of priority, in the Trademark; (ii) the Registration; (iii) all goodwill symbolized by the Trademark; and (iv) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademark.

5. Each party shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignment and other lawful documents as may be reasonably necessary to effect fully the purposes of this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark, Copyrights and Domain Names, all associated goodwill and all other rights conveyed by this Assignment.

6. Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Trademarks, Copyrights, and Domain Names, including any interference proceedings, without charge to Assignee, its successors, legal representatives, and assigns, but at the cost and expense of Assignee, its successors, legal representatives, and assigns.

7. This Assignment binds and inures to the benefit of the Parties and their respective parents, subsidiaries, related companies, licensees, successors and assigns and all parties in privity with them.

8. This Assignment shall be construed in accordance with and governed by the laws of the State of California, without giving effect to principles of conflicts of laws. Except for injunctive or other equitable relief, any controversy or claim arising out of or relating to this Assignment shall be settled exclusively by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. Any arbitration shall be conducted in Los Angeles, California.

9. This Assignment may not be amended except in writing signed by each of the Parties.

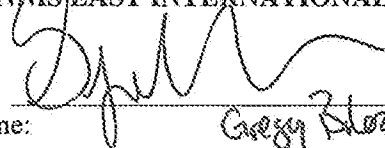
10. In the event of any conflict or inconsistency between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling.

11. The invalidity of any provision of this Assignment or portion of a provision shall not affect the validity of any other provision of this Assignment or the remaining portion of the applicable provision.

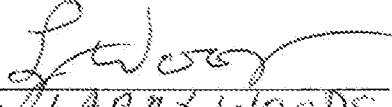
12. This Assignment may be executed in counterparts and by .pdf or facsimile, each of which shall be deemed an original, but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the each Party has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR
DENNIS EAST INTERNATIONAL, LLC

By: 
Name: Gregor Bloethe
Title: Manager

ASSIGNEE
UMA ENTERPRISES, INC.

By: 
Name: LARRY WOODS
Title: CFO

SCHEDULE A

Trademarks, Copyrights and Domain Names

Domain Names: denniseast.com
 deidirect.com
 deidirect.info
 willowstreetdesigns.com
 willowstreetdesigns.info
 wsdesigns.co

Copyrights:

Full Title	Copyright Number	Date
FLAMINGO DESIGN	VAu001198847	2015
SNOWBALL FUN.	VA0001858309	2013
SNOWMAN	VA0001858316	2013

Trademarks:

Matter No.	CountryName	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal	Class
D2055.20012US00	United States of America	WE BRING THE FUN!	Registered	86/530360	10-Feb-2015	4829045	06-Oct-2015	06-Oct-2025	35 Int.
D2055.20013US00	United States of America	JUST BEE STYLE DESIGNED IN AMERICA (Design plus character(s))	Registered	86/562736	12-Mar-2015	4999332	12-Jul-2016	12-Jul-2026	25 Int.
D2055.20016US01	United States of America	DEI	Registered	88/414546	03-May-2019	6290102	09-Mar-2021	09-Mar-2031	TBD
D2055.20016US02	United States of America	DEI	Registered	88/414509	03-May-2019	5903121	05-Nov-2019	05-Nov-2029	11 Int.
D2055.20017US00	United States of America	WILLOW STREET DESIGNS	Allowed	88/704903	25-Nov-2019				TBD
D2055.20018US00	United States of America	WILLOW STREET DESIGNS (Word Mark (Stylized))	Published	90/300626	05-Nov-2020				35 Int.