

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM715561

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Re-Think It, Inc.		03/10/2022	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Obelisk Re-Play Opco, LLC		
<b>Street Address:</b>	20 Jay Street, Suite 902		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5348599	RE PLAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>			
<b>Phone:</b>	3302081000		
<b>Email:</b>	iplaw@vorys.com		
<b>Correspondent Name:</b>	Mark A. Watkins		
<b>Address Line 1:</b>	P.O. Box 2255		
<b>Address Line 4:</b>	Columbus, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	074864-02		
<b>NAME OF SUBMITTER:</b>	Mark A. Watkins		
<b>SIGNATURE:</b>	/Mark A. Watkins/		
<b>DATE SIGNED:</b>	03/21/2022		
<b>Total Attachments: 10</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”) is entered into as of March 10, 2022, by and among Re-Think It, Inc., a Florida corporation (“Assignor”) and Obelisk Re-Play Opco, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, among others, Assignor and Buyer have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”);

WHEREAS, Assignor desires to sell, convey, transfer, assign and deliver to Buyer, and Buyer desires to purchase from Assignor, Assignor’s rights in and to certain Intellectual Property (as defined on Schedule A hereto) owned by Assignor; and

WHEREAS, all capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Buyer hereby agree as follows:

1. Assignor hereby irrevocably assigns, sells, transfers, conveys and delivers to Buyer, and Buyer hereby assumes and accepts, all of Assignor’s right, title and interest throughout the world in and to all Intellectual Property owned, or purported to be owned, in whole or part, by Assignor (including all Intellectual Property which an employee or other third party is obligated by contract, statute or otherwise to assign to Assignor), including, without limitation, the following (collectively, the “Assigned Intellectual Property”), in each case, free and clear of any and all Encumbrances other than Permitted Encumbrances:

(a) all Patents (as defined on Schedule A) and Patent applications, including those set forth on Schedule B hereto, together with (i) all registrations and applications for the foregoing; and all rights to request, apply for, file and register patent rights in any of the foregoing; (ii) all provisional applications, continuation and continuation-in-part applications, continued prosecution applications, and substitute and divisional applications claiming the benefit of the filing date of or priority to the foregoing; all patents of addition of the foregoing; all continued examinations, re-examinations, inter partes review and post-grant review certificates of the foregoing; all amendments, reissues, and extensions of the foregoing; all divisional, validations, supplementary perfection certifications and extensions of the foregoing; all patents or patent applications that claim priority to or from the foregoing; and all inventions, file or unfiled, whether or not claimed by any of the foregoing; (iii) all rights to claim priority to the foregoing under any of the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and applicable bilateral or multilateral treaties; (iv) all rights to request, apply for, file and register the foregoing; and (v) all patents issuing from any of the foregoing;

(b) all unregistered Trademarks (as defined on Schedule A) and all Trademark registrations and applications, including those set forth on Schedule C hereto, together with (i) all registrations and applications for the foregoing, and all common law rights in the foregoing; (ii) all issuances, extensions and renewals of the foregoing; (iii) all rights to create new trademarks that incorporate the foregoing; (iv) all rights to request, apply for, file and register the foregoing; and (v) all the goodwill of the business connected with the use of and symbolized by the foregoing;

(c) all Copyrights (as defined on Schedule A), including all registrations and applications for the foregoing set forth on Schedule D hereto, and all common law rights in the foregoing, together with (i) all works based upon, derived from or incorporating the foregoing; (ii) all renewals, reissues and extensions of the foregoing; (iii) all rights to create new copyrights that derive from the foregoing; (iv) all rights to request, apply for, file and register the foregoing; and (v) all moral rights in the foregoing (collectively, the “Assigned Copyright Rights”). In the event a jurisdiction does not permit the assignment of all moral rights pursuant to the foregoing, Assignor hereby irrevocably waives and releases all of its moral rights it now has, or in the future may have, in the Assigned Copyright Rights in favor of Buyer;

(d) all domain names, including those set forth in Schedule E hereto (the “Assigned Domain Names”) as well as all social media accounts set forth in Schedule E hereto, including any usernames, passwords, authorization codes necessary or other information necessary to access and/or transfer the Assigned Domain Names to Buyer;

(e) all (i) rights under which an employee, inventor, author or other person is obligated to assign ownership any of the foregoing; (ii) registrations of, applications to register, and renewals of, any of the foregoing with or by any governmental authority in any jurisdiction throughout the world, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any state therein or any foreign country, now or hereafter in effect; (iii) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including all claims for damages by reason of present, past and future infringement, misappropriation, dilution, violation, misuse or breach of contract in respect of the foregoing, and present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse or breach; and (iv) income, royalties and any other payments now and hereafter due and/or payable in respect of the foregoing; and

(f) all (i) documentation or other tangible embodiments that comprise, embody, disclose or describe any of the foregoing, including engineering drawings, technical documentation, databases, spreadsheets, business records, inventors’ notebooks, invention disclosures, digital files, software code embodied in media or firmware and (ii) files related to the prosecution or enforcement of any of the foregoing owned by Assignor, including such patent, trademark or copyright prosecution or enforcement files in the custody of Assignor’s outside legal counsel, and all attorney client privileges and work product immunities associated with such files and such prosecution and enforcement activities;

in each case of (a) – (f) above, to be held and enjoyed by Buyer for its own use and benefit and for its successors, legal representatives and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.

2. Assignor hereby covenants and agrees that it shall upon the reasonable request and at the expense of Buyer execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to correct, perfect and/or record Buyer’s title to the Assigned Intellectual Property, and such other assignment agreements in such form as may be required by Buyer for each jurisdiction in which any Assigned Intellectual Property is pending, issued or registered. Assignor agrees that (a) until such time as Buyer is recorded or registered as the record owner of the Assigned Intellectual Property in each jurisdiction, Assignor promptly shall deliver to Buyer all notices, office actions and other correspondence received by it with respect to the Assigned Intellectual Property from any intellectual property office, governmental authority or any third party, and (b)

Assignor shall not take any action with respect to the Assigned Intellectual Property, including without limitation filing any response to any office actions, except as may be authorized in advance by Buyer in its sole discretion.

3. Assignor hereby authorizes and requests the Patent and Trademark Office officials in the United States of America, the Internet domain name registrar for the Assigned Domain Names and, in each case, the corresponding government officials of any and all states of the United States of America and foreign countries whose duty is to issue intellectual property protection or other evidence or forms of industrial property protection on Patents, Copyrights, Trademarks and/or Internet domain names to record this Assignment and to issue the same to Buyer, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. Upon the execution of this Assignment, Assignor shall perform all acts necessary to effect the transfer of the Assigned Domain Names from Assignor to Buyer including, but not limited to, the execution, notarization, and return to Buyer or its agents of any transfer forms required by Buyer or Assignor's Internet domain name registrar.

5. Assignor recognizes Buyer's exclusive ownership and title to the Assigned Intellectual Property throughout the world and Assignor shall not, directly or indirectly, claim adversely to Buyer any right, title or interest in and to the Assigned Intellectual Property in any country or jurisdiction of the world.

6. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Assignment shall be governed and construed in accordance with the internal laws of the State of Delaware, without regard to any conflict of law provision that could require the application of the law of any other jurisdiction.


7. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

**ASSIGNOR:**

Re-Think It, Inc.

By:   
Name: Amy Shumway  
Title: President

**BUYER:**

Obelisk Re-Play Opco, LLC

By: \_\_\_\_\_  
Name: Pierre Abousleiman  
Title: Co-Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

**ASSIGNOR:**

Re-Think It, Inc.

By: \_\_\_\_\_  
Name: Amy Shumway  
Title: President

**BUYER:**

Obelisk Re-Play Opco, LLC

By: \_\_\_\_\_  
Name: Pierre Abousleiman  
Title: Co-Chief Executive Officer

## SCHEDULE A

### DEFINITIONS

“Intellectual Property” means any and all domestic and foreign intellectual and industrial property rights and other similar proprietary rights in any jurisdiction throughout the world, whether registered or unregistered including, without limitation, all rights and interests pertaining to or deriving from (a) patents and patent applications, provisional patents, reexaminations, extensions and counterparts claiming priority therefrom (collectively, “**Patents**”), (b) inventions, invention disclosures, discoveries and improvements, whether or not patentable, (c) computer software and firmware, including data files, source code, object code, and software-related specifications and documentation, (d) works of authorship and copyrights, whether or not copyrightable (collectively, “**Copyrights**”) (e) trade secrets, business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person, (f) trademarks, trade names, service marks, certification marks, service names, brands, trade dress and logos, and the goodwill associated therewith (collectively, “**Trademarks**”) (g) proprietary databases and data compilations, (h) domain names, and in each case and all (1) rights under which an employee, inventor, author or other person is obligated to assign ownership in any of the foregoing, (2) registrations of, applications to register, and renewals of, any of the foregoing with or by any Governmental Authority in any jurisdiction throughout the world, (3) rights of action arising from the foregoing, including all claims for damages by reason of present, past and future infringement, misappropriation, violation misuse or breach of contract in respect of the foregoing, and present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse or breach, and (4) income, royalties and any other payments now and hereafter due and/or payable in respect of the foregoing.



**SCHEDULE B**

**PATENTS AND PATENT APPLICATIONS**

None.

**SCHEDULE C**

**TRADEMARKS REGISTRATIONS AND APPLICATIONS**

<b>Title, Mark or Design</b>	<b>Owner of Record</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Serial Number</b>	<b>Registration Date</b>	<b>Status</b>
RE PLAY	Re-Think It, Inc.	USA	5348599	87052012	Dec. 5, 2017	Live

**Unregistered Trademarks:** The Company uses RE PLAY logo (see below) (different from U.S. registration no. 5348599) and “reUSABLEs” for certain products, but no trademark registration has been filed. The Company believes it has a common law trademark for the use of such marks.

The logo for 'replay' is displayed in a lowercase, sans-serif font. The letter 'e' is replaced by a circular icon containing a play button symbol (a right-pointing triangle inside a circle). The text is rendered in a dark gray or black color with a slight shadow effect.

**SCHEDULE D**

**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.

**SCHEDULE E**

**DOMAIN NAMES**

**Internet Domains:**

<u>Domain</u>	<u>Expiration Date</u>	<u>Renewal Status</u>	<u>Registrar</u>	<u>Owner</u>
https://re-play.com	02/24/2023	Current	Go Daddy	Re-Think It, Inc.
re-thinkitinc.com	8/15/2023	Current	Go Daddy	Re-Think It, Inc.
replaypet.com	11/21/2022	Current	Go Daddy	Re-Think It, Inc.
re-playpet.com	11/21/2022	Current	Go Daddy	Re-Think It, Inc.
replaypets.com	11/21/2022	Current	Go Daddy	Re-Think It, Inc.

**Social Media Accounts:**

<b><u>Social Media Provider</u></b>	<b><u>Handle</u></b>	<b><u>Owner</u></b>
Twitter	@RePlayTableware	Re-Think It, Inc.
Instagram	@replayrecycled.us	Re-Think It, Inc.
Facebook	@RePlayRecycled	Re-Think It, Inc.
Pinterest	@replayrecycled	Re-Think It, Inc.