

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noll Enterprises, LLC, d/b/a iEnjoy and iEnjoy Home		11/22/2021	Limited Liability Company: FLORIDA
iEnjoy LLC		11/22/2021	Limited Liability Company: FLORIDA
iEnjoy Home LLC		11/22/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	iEnjoy Ventures, LLC		
Street Address:	239 2ND AVE S STE 200		
City:	ST. PETERSBURG		
State/Country:	FLORIDA		
Postal Code:	33701		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5488318	BECKY CAMERON	
CORRESPONDENCE DATA			
Fax Number:	9545074502		
<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:	9545074500		
Email:	info@johnsondalal.com		
Correspondent Name:	Mark C. Johnson		
Address Line 1:	111 North Pine Island Road, Suite 105		
Address Line 4:	Plantation, FLORIDA 33324		
NAME OF SUBMITTER:	Mark C. Johnson		
SIGNATURE:	/Mark C. Johnson/		
DATE SIGNED:	03/31/2022		
Total Attachments: 13			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”), dated as of November 22, 2021, is made by **Noll Enterprises, LLC, d/b/a iEnjoy and iEnjoy Home**, a Florida limited liability company (“**NOLL**”), **Linens and Hutch LLC**, a Florida limited liability company (“**Linens**”), **iEnjoy LLC**, a Florida limited liability company (“**iEnjoy**”), **iEnjoy Home LLC**, a Florida limited liability company (“**iEnjoy Home**” and collectively with **NOLL, Linens and iEnjoy, “Sellers**”), in favor of **iEnjoy Ventures, LLC**, a Florida limited liability company (“**Buyer**”), the buyer of certain assets of Sellers pursuant to a Contribution Agreement by and among Sellers, Buyer and certain other parties named therein, dated as of the same date herewith (the “**Contribution Agreement**”).

WHEREAS, under the terms of the Contribution Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, all intellectual property rights of each Seller, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, each Seller agrees as follows:

I. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of such Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Appendix 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Appendix 2 hereto (and any unregistered trademarks) and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Appendix 2 hereto, the transfer of such applications will accompany, pursuant to the Contribution Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Appendix 3 hereto (and any unregistered copyrights) and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) the website domain registrations set forth on Appendix 4 hereto (the “**Domains**”);

(e) all social media account or user names (including “handles”) set forth on Appendix 5 hereto (the “**Social Media Accounts**”);

(f) all trade secrets and formulations;

(g) all rights of any kind whatsoever of each Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(h) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(i) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each Seller hereby authorizes the Commissioner for Patents and 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 IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, each Seller shall take such steps and actions, and provide such reasonable cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into in connection with the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of each Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Electronic Signature. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to

any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, each Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLERS:

Noll Enterprises, LLC d/b/a iEnjoy and iEnjoy Home, a Florida limited liability company

DocuSigned by:
Sean Noll
C598ED151D97456...
By: Sean Noll
Title: Chief Executive Officer

iEnjoy LLC, a Florida limited liability company

By: Noll Enterprises, LLC
Its: Sole Member
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Signature Page to Intellectual Property Assignment