

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM720999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vooray International, Inc.		01/07/2022	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Thirty Three Threads, Inc.		
Street Address:	1330 Park Center Drive		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5951026	VOORAY	
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:	9498551246		
Email:	rlau@stetinalaw.com		
Correspondent Name:	Kit M. Stetina		
Address Line 1:	75 Enterprise		
Address Line 2:	Suite 250		
Address Line 4:	Aliso Viejo, CALIFORNIA 92656		
ATTORNEY DOCKET NUMBER:	TOESX-086T		
NAME OF SUBMITTER:	KIT M. STETINA		
SIGNATURE:	/kms/		
DATE SIGNED:	04/13/2022		
Total Attachments: 3			
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (the "Agreement") is made and entered into by and between Vooray International, Inc., a Utah corporation ("Assignor") and Thirty Three Threads, Inc., a California corporation ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties."

Concurrently with the execution and delivery of this Agreement, the Parties have executed and delivered an Asset Purchase Agreement dated as of January 7, 2022 (the "Asset Agreement") wherein and whereby the Seller has sold and the Purchaser has purchased the assets specifically described in the Asset Agreement. The terms and conditions of the Asset Purchase Agreement are incorporated into this Agreement, as if fully set forth herein.

WHEREAS, Assignor has adopted the term "Vooray" (hereinafter referred to as "Trademark") which is registered as trademark # 5,951,026 in the United States of America, # TMA974,4022 in Canada, and # 018033910 in the European Union, and is utilizing said Trademark in relation to said Products;

WHEREAS, Assignee recognizes the importance of Assignor's proprietary Products, secret know-how, and Trademark and wishes to Purchase the same to enable Assignee to exclusively manufacture and market such Products and utilize the Trademark throughout the world;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions herein contained, Assignor and Assignee have agreed and do hereby agree as follows:

AGREEMENT

1. **Incorporation of Asset Agreement.** Each and all of the promises, terms, covenants, definitions, Exhibits and the consideration set forth in the Asset Agreement are hereby incorporated herein by this reference as though they were fully set forth in this Agreement.
2. **Definitions.**
 - a. "Product(s)" shall mean any and all bag products, including but not limited to duffel bags, totes, backpacks, fanny packs, crossbody bags, laptop bags, cinch bags, yoga mat bags, fitness bags, luggage, and athletic gear bags using the Assignor's Trademark.
 - b. The term "Know-How" shall mean such of Assignor's secret Know-How and processes used by Assignor for the manufacture, use, and sale of Products, including customer lists, pricing, advertising information and all secret Know-How owned by Assignor on the effective date of this, and including but not limited to:

- i. Technical knowledge and information possessed by Assignor consisting of processes, manufacturing, installation, methods and techniques, technical notes and other technical information pertinent and necessary to the manufacture, marketing, and use of Products; and
- ii. Knowledge and assistance necessary to promote the application of the technical knowledge and information, such as demonstrations and explanations of the use of said Know-How and assistance in the effective use of such Know-How.
- iii. As used in Section 2(b) of this Agreement, the term "secret" is not used in its absolute sense but rather, includes any Know-How and processes which would be protectable as trade secrets under the laws of the State of California, United States of America.

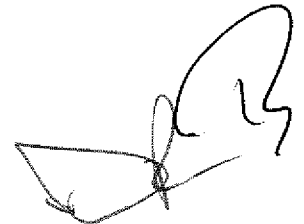
3. **Assignment.**

- a. Assignor hereby assigns all right, title and interest in the Trademark, Products and Know-How to Assignee, including the goodwill associated under the Trademark and the right to bring action and collect damages by reason of any past infringement of the Trademark.
- b. Assignor shall furnish to Assignee such of its Know-How as related to and are necessary for the manufacture, use, and sales of Products, and shall communicate to Assignee knowledge of the processes, techniques and equipment employed by Assignor to enable Assignee to engage in the manufacture, use, and sale of Products to the same standards of quality as utilized by Assignor.

4. **Monetary Compensation.** As monetary compensation for this Agreement, Assignee agrees to pay Assignor compensation outlined in the Asset Agreement, incorporated here by reference.

5. **Proprietary And Other Representation.** Assignor warrants that it possesses the entire right, title and interest in, to and under the Products, Trademark and Know-How and has not entered into any previous Agreement either written or oral which would prevent Assignor from granting Assignee the rights herein. Assignor is unaware of any claim, demand, or dispute made by any other party in relation to the use of the Trademark and/or Know-How.

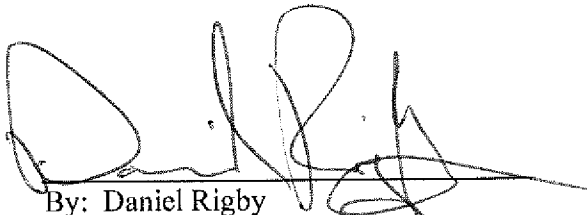
6. **Assignability, Sub-Licenseability, And Taxes.** This Agreement and any interest herein may not be assigned in whole or in part, by Assignee without the prior written consent of Assignor, until Assignor is paid the Purchase Price (as defined in the Asset Purchase Agreement) in full. Assignee may sub-license its interest for collaborations or international distribution purposes herein without prior written consent of Assignor at any time, but must obtain prior written consent of Assignor for any sub-licenses other than collaborations or international distribution purposes, until Assignor is paid the Purchase Price (as defined in the Asset Purchase Agreement) in full.

A handwritten signature in black ink, appearing to be a stylized 'B' or similar character, located in the bottom right corner of the page.

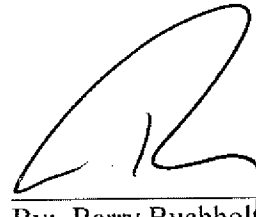
7. **Sole Understanding.** Excepting only formal written agreements executed hereafter or concurrently herewith, this Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter and merges or supersedes all prior discussions, proposals, offers and agreements, if any, with respect thereto.
8. **Governing Law; Venue and Jurisdiction.** The Parties agree that California law applies to any and all disputes at issue.
9. **Attorney's Fees.** In the event that any Party brings legal action to enforce any provision herein, each party shall be responsible for their attorneys' fees and costs incurred.
10. **Modification.** This Agreement may be modified only in writing executed by the party to this Agreement against whom enforcement of such modification is sought.
11. **Severability.** In the event that a court of competent jurisdiction seeks to invalidate all or any portion of this Agreement, the Parties agree that the court should only modify or delete those parts of the Agreement which the court finds to be invalid and enforce the remaining provisions.
12. **Transfer of Trademark.** Assignor agrees to sign and assist with filling out all necessary documentation to transfer the Trademark to Assignee with the United States Patent and Trademark Office and other applicable foreign intellectual property offices.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the date first written above.

Vooray International, Inc.


By: Daniel Rigby
Title: CEO, Vooray International, Inc.

Thirty Three Threads, Inc.


By: Barry Buchholtz
Title: CEO, Thirty Three Threads, Inc.