

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
We Sleeve-It Holding Company, LLC		12/02/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Saxco International, LLC		
Street Address:	1855 Gateway Boulevard		
Internal Address:	Suite 400		
City:	Concord		
State/Country:	CALIFORNIA		
Postal Code:	94520		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90758804	WE SLEEVE IT	
Serial Number:	90772010	WE SLEEVE IT	
CORRESPONDENCE DATA			
Fax Number:	7137513290		
<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:	7137513200		
Email:	cclayden@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1100 Louisiana Street		
Address Line 2:	Suite 4100		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Christina Clayden		
SIGNATURE:	/Christina Clayden/		
DATE SIGNED:	04/18/2022		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Assignment”) dated as of December 2, 2021 (the “Effective Date”), is made and entered into by and among

[REDACTED] WE SLEEVE-IT HOLDING COMPANY, LLC, a Pennsylvania limited liability company,

[REDACTED] (collectively, “Assignors” and each, an “Assignor”), and SAXCO INTERNATIONAL, LLC, a Delaware limited liability company (“Assignee”). Assignors and Assignee are sometimes individually referred to herein as a “Party” and collectively as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee have entered into that certain Purchase Agreement, dated as November 23, 2021 (the “Purchase Agreement”), pursuant to which, among other things, Assignors have agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire and assume from Assignors, all Intellectual Property Assets (including all Registered Intellectual Property and Unregistered Intellectual Property) owned or purportedly owned by Assignors, including the name “We Sleeve-It,” and all variations thereof and other business names, all other third party Intellectual Property licensed, and any other Business Intellectual Property, used or held for use by Assignors in the operation of the Business, and all goodwill associated therewith, including the Intellectual Property set forth in Section 2.01(c) of the Disclosure Schedules of the Purchase Agreement (collectively, the “Purchased Intellectual Property”); and

WHEREAS, Assignee desires to purchase or acquire all of Assignors’ right, title and interest in and to the Purchased Intellectual Property.

NOW, THEREFORE, for good and valuable consideration and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are all hereby acknowledged, Assignee and Assignors agree as follows:

1. **Assignment of Trademarks.** As of the Effective Date, Assignors hereby sell, transfer, convey, assign and deliver to Assignee and Assignee hereby accepts and assumes all right, title and interest of each Assignor in and to (i) the common law trademarks, service marks and/or tradenames of the Company set forth on Schedule A, including all goodwill and trademark applications or registrations associated therewith (the “Assigned Trademarks”); (ii) all income, royalties, profits, and damages related thereto; (iii) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (iv) the right to bring all claims, actions, litigation and proceedings (collectively, “Actions”), defend against Actions, sue for and otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions,

misappropriations and other violations; and (v) the right to fully and entirely stand in the place of each Assignor Party in all matters related thereto (all of the foregoing, collectively, the “Assigned Rights”).

2. **Assignment of Domain Names and Social Media.** As of the Effective Date, Assignors hereby sell, transfer, convey, assign and deliver to Assignee and Assignee hereby accepts and assumes all right, title and interest of each Assignor in and to the domain names and social media accounts used by Assignors and Related to the Business set forth on Schedule B (the “Assigned Domain Names and Social Media”) including the right to sue and recover (for the sole use and benefit of Assignee and its successors, assigns or other legal representatives) damages for all causes of action arising out of or related to the rights in and to the Assigned Domain Names and Social Media, whether arising in the past, present or future.

3. **Transfer of Domain Names.** Assignors hereby agree that within ten (10) days from the Effective Date, each applicable Assignor will (i) transfer the Assigned Domain Names and Social Media to an account and/or Internet domain name registrar controlled by Assignee, (ii) unlock the Assigned Domain Names and Social Media and provide Assignee with all applicable AUTH CODEs and (iii) execute or otherwise complete all applicable paperwork or electronic forms required by the applicable Internet domain name registrar or social media platform for each Assigned Domain Name and Social Media.

4. **Transfer of Intangible Assets.** As of the Effective Date, Assignors hereby sell, transfer, convey, assign and deliver to Assignee and Assignee hereby accepts and assumes all right, title and interest of each Assignor in and to the goodwill and all other intangible assets currently used in connection with the Business, including, without limitation, any and all mask works and copyrights, including all applications and registrations, and works of authorship, whether or not copyrightable; Trade Secrets (defined below), confidential know-how and business practices; all patents (including any and all provisionals, continuations, continuations-in-part, divisionals, re-examinations, reissues and the like), and inventions and discoveries that may be patentable; all business names or trade names; Software (defined below), data (whether sourced, generated by the Business or otherwise), databases, data compilations and all documentation relating to the foregoing; all telephone numbers, electronic mail addresses; all Confidential Information (defined below), customer lists, technical information, process technology, plans, drawings, and blueprints; and all other intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, and all applications of any of the foregoing (the “Assigned Intangible Assets”), including the right to sue and recover (for the sole use and benefit of Assignee and its successors, assigns or other legal representatives) damages for all causes of action arising out of or related to the rights in and to the Assigned Intangible Assets, whether arising in the past, present or future.

“Confidential Information” means information of or concerning the Business the Purchased Assets or Assumed Liabilities, including Trade Secrets and other information about the Business, not generally known to the public, including, to the extent consistent with the foregoing: identities, lists and relationships of customers and potential customers; information about sales operations, including selling and customer support data, sales techniques and processes, and price lists; marketing data, methods, plans and efforts; information relating to

the operation of the Business, including manufacturing processes and systems; information relating to the finances of the Business, including financial statements and budgets; business plans and studies, including capital spending budgets and plans; research, processes, inventions, products, improvements, methods, computer codes or instructions, concepts, layouts, flowcharts and specifications; know-how; identities, lists and relationships of vendors, service providers, investors, contractors and suppliers; records and data owned or used in the conduct of the Business, including any designs, logos or other artwork created for, or actually submitted by, customers of the Business; any associated user or service manuals or other like textual materials used in the conduct of the Business; any other materials used in the conduct of the Business prepared by any employee, contractor, agent customer or vendor of the Business.

“Software” means all means any and all computer programs (including firmware), including any and all software implementations of algorithms, models, applications, utilities, development tools, diagnostics and methodologies, whether in source code, object code, or other form, and any data, data bases, and collections of data, together with all documentation related to any of the foregoing.

“Trade Secret” means information of Assignors respecting the Business (including technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans or a list of actual or potential customers, suppliers or vendors, that derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use and is the subject of efforts which are reasonable under the circumstances to maintain its secrecy, and any other information that is a trade secret within the meaning of applicable law.

5. **Cooperation.** Assignors and Assignee shall use their commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Intellectual Property Assignment Agreement and (ii) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Intellectual Property Assignment Agreement; provided, that, as between the Parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Assignee’s right, title and interest in and to the Assigned Domain Names and Social Media and Assigned Trademarks (including, without limitation, with any applicable governmental authorities like the United States Patent and Trademark Office or Internet domain name registrars), and for any and all costs, expenses and fees associated therewith. For the avoidance of doubt, Assignors shall execute and deliver such instruments necessary or proper to perfect the above-described assignment of the Assigned Trademarks to Assignee with the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, as applicable, within ten (10) days of the Effective Date.

6. **Terms of the Purchase Agreement.** This Agreement is intended to evidence the consummation of the transfer and assignment by Assignors to Assignee of the Purchased Intellectual Property pursuant to the terms of the Purchase Agreement which are hereby

incorporated by reference into this Agreement. Assignors, by their execution of this Agreement, and Assignee, by its acceptance of this Agreement, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified, or altered in any way by this Agreement. In the event of any inconsistencies or conflicts between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

7. **Further Assurances.** Assignors hereby covenant and agree that they will, at the request of Assignee, execute and deliver such other instruments of conveyance, assignment, and transfer and take such other action, as Assignee may reasonably request to vest in Assignee the entire right, title, and interest in and to the Purchased Assets being transferred hereby.

8. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the Parties.

9. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

10. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective personal representatives, heirs, successors and assigns.

11. **Miscellaneous.** The terms of Section 11.11 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) of the Purchase Agreement shall govern this Agreement.

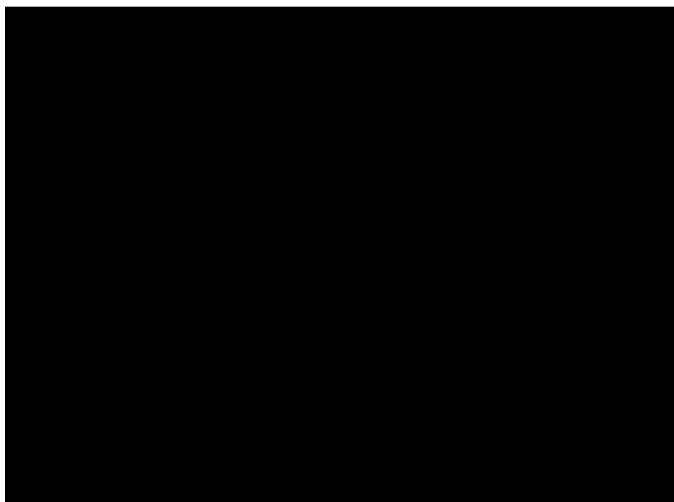
12. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Assignee any remedy or claim under or by reason of this Agreement or any agreements, terms, covenants, or conditions hereof, and all the agreements, terms, covenants, and conditions in this Agreement shall be for the sole and exclusive benefit of Assignee and its successors and permitted assigns.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be as effective as delivery of a manually executed counterpart to this Agreement.

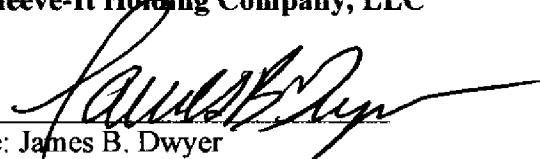
14. **Attorney's Fees.** The prevailing Party in any action, claim or lawsuit brought pursuant to this Assignment is entitled to payment of all reasonable attorney's fees and costs expended by such prevailing Party in association with such action, claim or lawsuit.

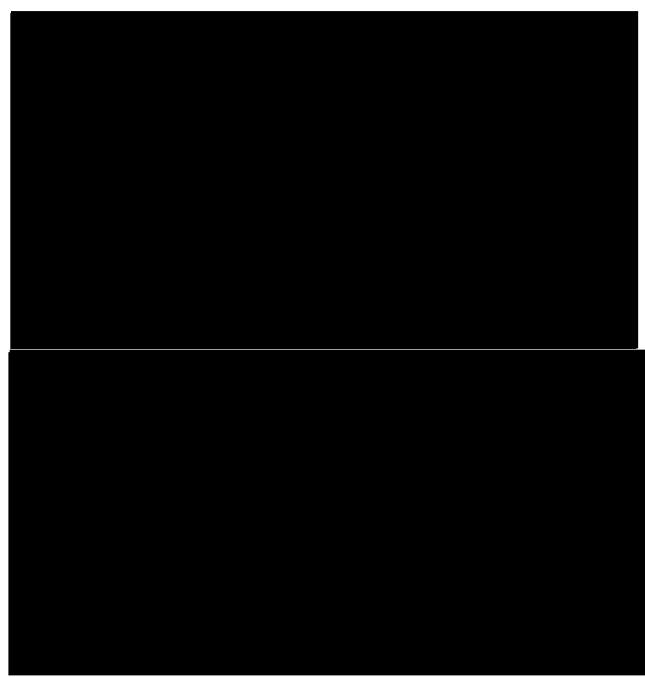
IN WITNESS WHEREOF, the Parties has executed and delivered this Assignment to be effective as of the day and year first above written.

ASSIGNORS:

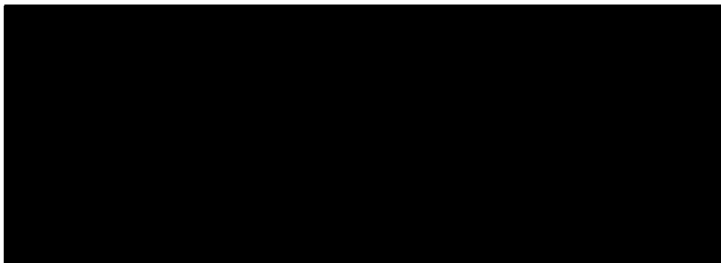
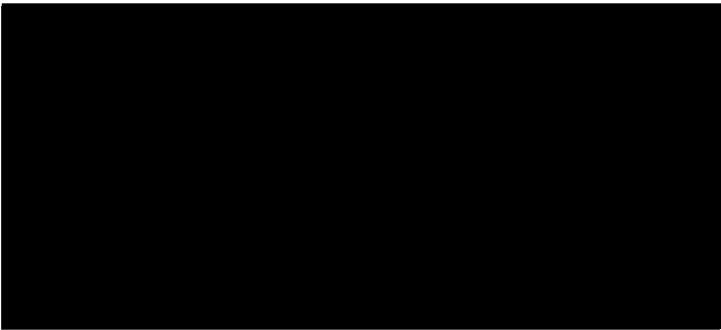
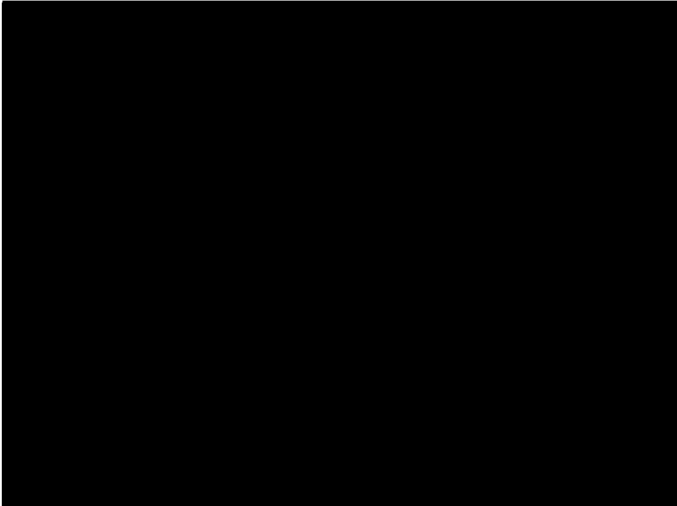


We Sleeve-It Holding Company, LLC

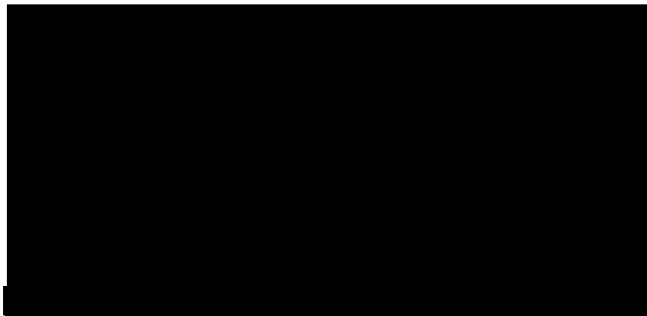
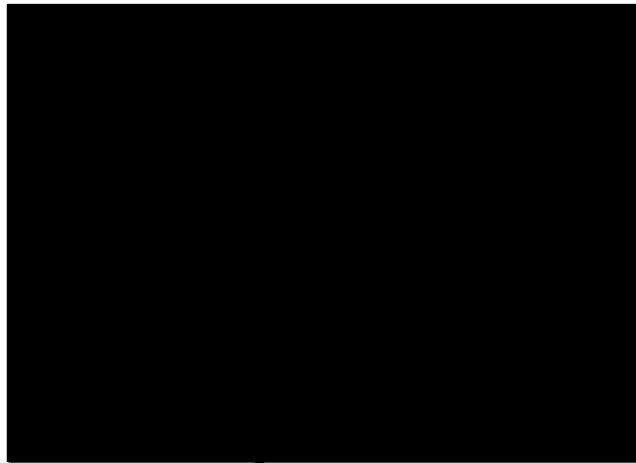
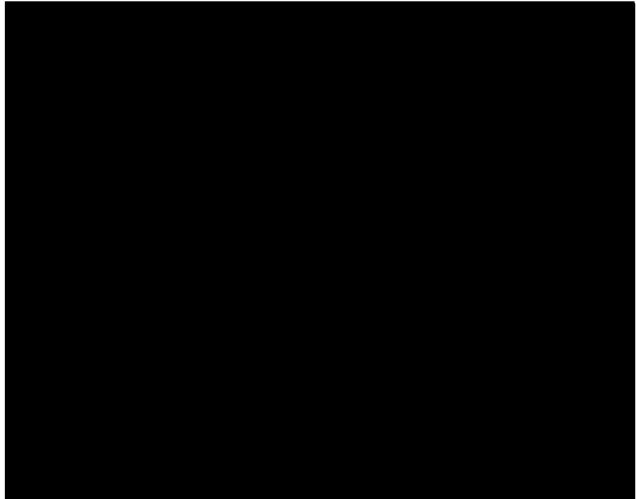
By: 
Name: James B. Dwyer
Title: Manager



[Signature Page to Intellectual Property Assignment Agreement]

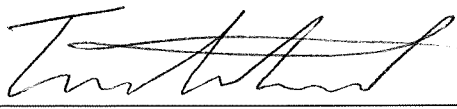


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ASSIGNEE:

Saxco International, LLC

By: 

Name: Tim Nugent

Title: Chief Financial Officer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007694 FRAME: 0604

SCHEDULE A

Assigned Trademarks

1. WE SLEEVE IT (standard characters); Serial No. 90758804; Filing Date: 06/07/2021
2. WE SLEEVE IT (stylized); Serial No. 90772010; Filing Date: 06/14/2021

SCHEDULE B

Assigned Domain Names and Social Media

Internet Domain Names

1. wesleeveit.com
2. wesleeveit.net

Social Media Accounts

1. Instagram - @wesleevitco