

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYNERGY BLUE, LLC		11/24/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	AKKADIAN ENTERPRISES		
Street Address:	7175 W. POST ROAD		
City:	LAS VEGAS		
State/Country:	NEVADA		
Postal Code:	89113		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5215170	LUCKY KARTS	
Registration Number:	4344104	PRIVATE SAFE	
CORRESPONDENCE DATA			
Fax Number:	6265778800		
<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:	6267959900		
Email:	pto@lewisroca.com		
Correspondent Name:	LEWIS ROCA ROTHGERBER CHRISTIE LLP		
Address Line 1:	P.O. BOX 29001		
Address Line 4:	GLENDALE, CALIFORNIA 91209-9001		
NAME OF SUBMITTER:	ELIZABETH A. JUE		
SIGNATURE:	/Elizabeth A. Jue/		
DATE SIGNED:	06/06/2022		
Total Attachments: 6			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is entered into as of November 24, 2021, by and between Synergy Blue, LLC, a limited liability company organized under the Laws of the Augustine Band of Cahuilla Indians ("Assignor"), and Akkadian Enterprises, a Nevada corporation ("Assignee"). Assignor and Assignee are referred to sometimes individually herein as a "Party" and collectively herein as the "Parties."

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of November 24, 2021 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee all of Assignor's rights in and to the Acquired Intellectual Property, including the Intellectual Property Rights on Schedule A, and Assignee has agreed to assume Assignor's obligations and liabilities under the Acquired Intellectual Property from the period commencing on the Closing Date that do not arise from acts, omissions or conditions existing prior to the Closing Date.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used in this Agreement, including the recitals, and not otherwise defined herein, shall have the respective meanings set forth in the Asset Purchase Agreement.

2. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignor hereby sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Acquired Intellectual Property (other than the Excluded Assets), together with the goodwill associated therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all income royalties or payments due or payable as of the Closing Date or thereafter, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Assumption. Assignee hereby accepts the assignment of rights set forth in this Agreement, and assumes and agrees to discharge and pay all obligations and liabilities, including the Assumed Liabilities (but excluding the Excluded Liabilities), associated with or related to the Acquired Intellectual Property, subject only to any limitations set forth herein and the Asset Purchase Agreement.

4. Relation to Asset Purchase Agreement. This Agreement is being delivered pursuant to the Asset Purchase Agreement and is subject, in all respects, to the terms and conditions of the Asset Purchase Agreement. This Agreement shall not in any way supersede, modify, replace, amend, change, rescind, waive, extend, expand, enlarge or any way affect the provisions, including the representations, warranties, covenants, agreements, conditions or in general, any of the rights or remedies, or any of the obligations of the Seller or the Buyer set forth in the Asset Purchase Agreement. This Agreement is intended only to effect the assignment and assumption of the Acquired Intellectual Property and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. In the event of any inconsistency between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control and prevail.

5. Parties of Interest; No Third Party Beneficiaries. This Agreement will be binding upon and inure solely to the benefit of each Party and its permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or will confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement is not intended to and shall not confer upon any Person other than the Buyer and Seller any rights or remedies hereunder.

6. Counterparts. This Agreement may be executed in any number of counterparts and by the different Parties in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, DocuSign or PDF file (portable document format file) will be effective as delivery of a manually executed counterpart of this Agreement.

7. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

8. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the Parties under or related to the Agreement or the facts and circumstances leading to its execution, whether in Contract, tort or otherwise, will be governed by and construed in accordance with the Laws of the State of Nevada, applicable to Contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof to the extent that the Laws of another jurisdiction would apply as a result of the application thereof. Any proceeding or other legal action relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in accordance with Section 6.2 of the Asset Purchase Agreement.

9. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect, and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused the execution hereof by their duly authorized representatives.

ASSIGNOR:

SYNERGY BLUE, LLC

By: 

Name: Amanda Vance

Title: CEO

[Signature Page to Assignment and Assumption Agreement]

TRADEMARK
REEL: 007743 FRAME: 0651

ASSIGNEE:

AKKADIAN ENTERPRISES

By: Frank Feng
Name:
Title: President

[Signature Page to Assignment and Assumption Agreement]

RECORDED: 06/06/2022

**TRADEMARK
REEL: 007743 FRAME: 0652**