

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM762905

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900714702		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Delos Living LLC		07/22/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Our PlanetX, LLC		
<b>Street Address:</b>	580 California Street		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90776717	PLANET X	
<b>Serial Number:</b>	97099146	PLANETX	
<b>Serial Number:</b>	90776620	DGT	
<b>Serial Number:</b>	90776657	ESP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	2125095161		
<b>Email:</b>	paul.vincenti@vincenti.com		
<b>Correspondent Name:</b>	Paul J Vincenti		
<b>Address Line 1:</b>	61 Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10006		
<b>NAME OF SUBMITTER:</b>	Paul J Vincenti		
<b>SIGNATURE:</b>	/Paul J Vincenti/		
<b>DATE SIGNED:</b>	10/22/2022		

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made as of July <sup>2</sup>, 2022, by and between Delos Living LLC, a Delaware limited liability company ("Delos"), in favor of Our PlanetX, LLC, a Delaware limited liability company ("Our PlanetX"), pursuant to that certain Assignment and Contribution Agreement between Delos and Our PlanetX (the "Contribution Agreement"). Capitalized terms used in this Agreement but not otherwise defined shall have the respective meanings ascribed to them in the Contribution Agreement.

Whereas, Delos is the owner of the Business Trademarks listed in Exhibit A attached hereto; and

Whereas, pursuant to the Contribution Agreement, Delos has assigned to Our PlanetX all of Delos's right, title and interest in and to the Business Trademarks; and

Whereas, in connection with the Contribution Agreement, the parties executed a Trademark Assignment Agreement dated June 1, 2022 ("June Assignment") and the parties wish to confirm the understandings set forth in the June Assignment.

Now, therefore, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Contribution Agreement, and the covenants and agreements in this Assignment, and to induce Our PlanetX to consummate the transactions contemplated by the Contribution Agreement, Delos agrees as follows:

1. Assignment. Delos hereby assigns, sells, transfers and conveys to Our PlanetX all of Delos's right, title and interest in, to and under the Business Trademarks, and all goodwill pertaining thereto; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Delos's favor for infringement or other violation of the aforesaid rights, including the right for past infringement damages, to have and to hold the same unto Our PlanetX absolutely. At any time, and from time to time, hereafter, Delos shall forthwith, upon Our PlanetX's written request and expense, execute, acknowledge and deliver to Our PlanetX any and all further instruments and assurances reasonably necessary or expedient in order to vest the aforesaid rights in Our PlanetX or record this assignment, and facilitate Our PlanetX's enjoyment and enforcement of said rights and causes of action.

2. Miscellaneous

a. Subject to Contribution Agreement. This Assignment is executed pursuant to the Contribution Agreement and is entitled to the benefits thereof, and the assets and interests being conveyed hereunder are hereby conveyed to Our PlanetX subject to the terms and conditions contained in the Contribution Agreement.

b. Governing Law. This Assignment, the rights of the parties hereunder and all Actions arising in whole or in part under or in connection herewith, will be governed by and construed and enforced in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

c. Counterparts. This Assignment may be executed in one or more counterparts, any one of which may be by facsimile or digital imaging device (i.e., pdf format), all of which taken together shall constitute one and the same instrument.

d. Binding Effect. This Assignment shall be binding on and inure to the benefit of the respective successors and assigns of Delos and Our PlanetX. Nothing in this instrument, express or implied, is intended to confer on any person, other than Delos and Our PlanetX and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this instrument.

e. Integration. Delos and Our PlanetX acknowledge and agree that this Assignment is intended only to document the conveyance of the assets and interests contemplated herein to Our PlanetX and that the Contribution Agreement is the exclusive source of the agreement and understanding between Our PlanetX and Delos or respecting such assets and interests. In the event of any conflict between this Assignment and the June Assignment regarding the list of Business Trademarks, the terms of this Assignment shall control. The terms of the Contribution Agreement, including the representations, warranties, covenants, agreements and indemnities contained therein, are incorporated herein by this reference. The representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded, expanded or otherwise affected hereby, but shall remain in full force and effect to the fullest extent provided in the Contribution Agreement. If there is any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

*(Signature Pages Follow)*

**IN WITNESS WHEREOF**, Delos has executed and Our PlanetX has acknowledged this Assignment as of the date first set forth above.

DELOS LIVING, LLC

By: \_\_\_\_\_

Name: Paul Scialla

Title: Chief Executive Officer

OUR PLANETX, LLC

By: \_\_\_\_\_

Name: Paul Scialla

Title: Co-Chairman

Signature Page to Intellectual Property Assignment Agreement

STATE OF NEW YORK  
COUNTY OF NEW YORK ss:

On the day of July 22 in the year 2022, before me the undersigned, personally appeared Paul Scialla, CEO of Delos Living, LLC, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sworn to before me this 22 day of July, 2022

[Signature]  
Notary Public

BRIAN C BOHM  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02BO6422870  
Qualified in New York County  
My Commission Expires 10/5/2025

STATE OF NEW YORK  
COUNTY OF NEW YORK ss:

On the day of July 22 in the year 2022, before me the undersigned, personally appeared Paul Scialla, Co-chairman of Our PlanetX, LLC, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sworn to before me this 22 day of July, 2022

[Signature]  
Notary Public

BRIAN C BOHM  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02BO6422870  
Qualified in New York County  
My Commission Expires 10/5/2025

**EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT**

**Trademarks**

Mark	Jurisdiction	App. Date	Reg. Date	Status	App. No.	Reg No.
DGT	USA	June 16, 2021		Pending	90776620	
ESP	USA	June 16, 2021		Pending	90776657	
PLANET X	USA	June 16, 2021		Pending	90776717	
PLANETX	WIPO	Oct. 13, 2021 (benefit of earlier June 16, 2021 US filing date)	June 16, 2022	Registered	A0114827	1666968
PLANETX	USA	Oct. 29, 2021		Pending	97099146	
PLANETX	EU	Oct. 13, 2021 (benefit of earlier June 16, 2021 US filing date)		Pending		
PLANETX	UK	Oct. 13, 2021 (benefit of earlier June 16, 2021 US filing date)		Pending		
PLANETX	JAPAN	Oct. 13, 2021 (benefit of earlier June 16, 2021 US filing date)		Pending		
PLANETX	INDIA	Oct. 13, 2021 (benefit of earlier June 16, 2021 US filing date)		Pending	5499089	
PLANETX	CANADA	Oct. 13, 2021 (benefit of earlier June 16, 2021 US filing date)		Pending		
PLANETX	CHINA	Oct. 13, 2021 (benefit of earlier June 16, 2021 US filing date)		Pending		