

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Booj, LLC		05/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Zable Holdings LLC		
Street Address:	1095 South Monaco Parkway		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4422008	BE ORIGINAL OR JEALOUS	
Registration Number:	4421750	BOOJ	
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:	7209211371		
Email:	acomer@fortislawpartners.com		
Correspondent Name:	Andrew Comer		
Address Line 1:	Fortis Law Partners, 1900 Wazee Street		
Address Line 2:	Suite 300		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Andrew Comer		
SIGNATURE:	/Andrew Comer/		
DATE SIGNED:	08/30/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), dated as of May 25, 2022 (the “**Effective Date**”), and is made by booj, LLC, a Delaware limited liability company with an address of 5075 South Syracuse Street, Denver, Colorado 80237-2712 (“**Company**”), in favor of Zable Holdings LLC, a Colorado limited liability company with an address of 1095 South Monaco Parkway, Denver, CO 80111 (“**Assignee**”).

WHEREAS, under the terms of the Booj Assignment and License Agreement between Company and Assignee of even date herewith (the “**License Agreement**”), Company has conveyed, transferred and assigned to Assignee certain rights in the trademarks BOOJ and BE ORIGINAL OR JEALOUS (collectively, the “**Marks**”), including the trademark registrations set forth on Exhibit A hereto; and

WHEREAS, Company has agreed to execute and deliver this Assignment to Assignee for recording with the United States Patent and Trademark Office (“**USPTO**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company agrees as follows:

1. Assignment. Company hereby irrevocably conveys, transfers, and assigns to Assignee all of Company’s right, title, and interest in and to the Marks, including the following: (i) the Marks in any form of stylization, and the trademark registrations set forth on Exhibit A hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Marks; (ii) all rights of any kind whatsoever of Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (iii) any royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (iv) any claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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. Company hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Company shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 herein of the Marks, or any permitted assigns or successor thereto.

3. Terms of the License Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the License Agreement, to which reference is made for a further statement of the rights and obligations of Company and Assignee with respect to the Marks. The terms contained in the License 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

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 License Agreement and the terms hereof, the terms of the License Agreement shall govern.

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

5. Governing Law. This Agreement has been negotiated within the State of Colorado, and this Agreement will be governed by and construed according to the internal laws of the State of Colorado.

IN WITNESS WHEREOF, Company has duly executed and delivered this Assignment to be as of the date first written above.

BOOJ, LLC

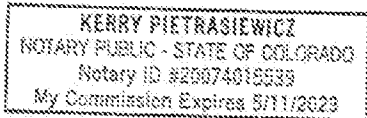
By: [Signature]
Name: Adam Lindquist Scoville
Title: Vice President
Date: May 25, 2022

NOTARIAL ACKNOWLEDGMENT

State of Colorado }
County of Denver }

On May 25, 2022, before me, Kerry Pietrasiewicz, Notary Public, personally appeared Adam Lindquist Scoville, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT
ASSIGNED TRADEMARKS

MARK	FILED	SERIAL NO.	REG. NO.	REG. DATE
BE ORIGINAL OR JEALOUS	03/30/13	85/891,219	4,422,008	10/22/13
BOOJ	03/19/13	85/880,453	4,421,750	10/22/13