

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766447

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900713457

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deal Genius, LLC		07/18/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Moonshot Growth LLC
Street Address:	360 NW 27th St.
City:	Miami
State/Country:	FLORIDA
Postal Code:	33127
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	97287955	SIMPLY GENIUS
Registration Number:	5509826	SIMPLY GENIUS

CORRESPONDENCE DATA

Fax Number: 2028037953
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.

Phone: (202) 888-7786
Email: docket@markerylaw.com, staceywatson@markerylaw.com, taratoth@markerylaw.com

Correspondent Name: Stacey J. Watson, Esq.
Address Line 1: P.O. Box 84150
Address Line 4: Gaithersburg, MARYLAND 20883-4150

NAME OF SUBMITTER:	Stacey J. Watson
SIGNATURE:	/Stacey J. Watson/
DATE SIGNED:	11/08/2022

Total Attachments: 7

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deal Genius, LLC		07/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Moonshot Growth LLC		
Street Address:	360 NW 27th St.		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33127		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97287955	SIMPLY GENIUS	
Registration Number:	5509826	SIMPLY GENIUS	
CORRESPONDENCE DATA			
Fax Number:	2028037953		
	<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:	(202) 888-7786		
Email:	docket@markerylaw.com, staceywatson@markerylaw.com, taratoth@markerylaw.com		
Correspondent Name:	Stacey J. Watson, Esq.		
Address Line 1:	P.O. Box 84150		
Address Line 4:	Gaithersburg, MARYLAND 20883-4150		
NAME OF SUBMITTER:	Stacey J. Watson		
SIGNATURE:	/Stacey J. Watson/		
DATE SIGNED:	08/12/2022		
Total Attachments: 6			
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OP \$65.00 97287955

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of July 18, 2022, is made by Deal Genius, LLC and/or its affiliates (the "Assignor"), in favor of Moonshot Growth LLC a Delaware Limited Liability Company ("Purchaser" or "Assignee"), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement by and among Assignor and Purchaser, dated as of the date hereof (the "Purchase Agreement"). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Purchaser, among other assets, certain Intellectual Property of Assignor, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Assignor's right, title, and interest in and to all the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all internet domain name registrations and social media account or user names (including "handles") incorporating any Trademark or any acronym, abbreviation, or component thereof, including the domain names and social media accounts listed on Schedule 2, and all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto;

(c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) the patents and patent applications set forth on Schedule 3 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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.

(h) Assignor hereby constitutes and appoints Assignee as such Assignor's true and lawful attorney in fact, with full power of substitution in such Assignor's name and stead; but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid Assigned IP and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. Each Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

2. Recordation and Further Actions.

(a) Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto. While the Assignor shall take reasonable steps and actions and provide cooperation and assistance, unless otherwise set forth in the Purchase Agreement, any costs or fees associated with Assignor's compliance with this section shall be borne by the Purchaser.

(b) With respect to all internet domain names and social media accounts, Assignor covenants, agrees and undertakes to take all steps requested by Assignee which are reasonably necessary to effect such assignment and transfer including, without limitation, executing or causing the completion of the applicable registrant name change agreement or other forms required by the registrar or other relevant authority to transfer the domain names to Purchaser on an expedited basis; and (ii) submitting the electronic transfer request or other required request to the registrar or other relevant authority to initiate the transfer process to Purchaser's preferred registrar. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Purchaser with respect to the Assigned IP. The provisions contained in the Purchase 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 inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

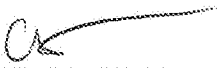
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

DEAL GENIUS LLC

By: 
Name: Chris Matsakis
Title: CEO

AGREED TO AND ACCEPTED:

MOONSHOT GROWTH LLC

By: 
Name: Amnon Fisch
Title: Ceo

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Registered Trademarks:

Word Mark	SIMPLY GENIUS
Goods and Services	IC 014. US 002 027 028 050. G & S: Costume jewelry, namely, LED Light Up Necklace. FIRST USE: 20161011. FIRST USE IN COMMERCE: 20161011 IC 020. US 002 013 022 025 032 050. G & S: Door snakes, namely, stuffed textile tube draft stoppers for doors. FIRST USE: 20170922. FIRST USE IN COMMERCE: 20170922 IC 021. US 002 013 023 029 030 033 040 050. G & S: Pill boxes for personal use; collapsible fabric storage containers for domestic use, namely, textile food covers for plates. FIRST USE: 20170629. FIRST USE IN COMMERCE: 20170629 IC 025. US 022 039. G & S: Novelty items, namely, novelty headwear. FIRST USE: 20171014. FIRST USE IN COMMERCE: 20171014 IC 028. US 022 023 038 050. G & S: Plush toys; Electronic action plush toys; Novelty toy items in the nature of plush trees, castles, and barns. FIRST USE: 20171102. FIRST USE IN COMMERCE: 20171102
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	87528445
Filing Date	July 14, 2017
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	January 23, 2018
Registration Number	5509826
Registration Date	July 3, 2018
Owner	(REGISTRANT) Deal Genius, LLC LIMITED LIABILITY COMPANY DELAWARE 4249 W

TRADEMARK

REEL: 007842 FRAME: 0514 ad2669f16

Diversey Avenue Chicago ILLINOIS 60639

Pending Applications:

Word Mark	SIMPLY GENIUS
Goods and Services	IC 011. US 013 021 023 024 031 034. G & S: Battery operated fans used as personal accessories, namely, necklace fans and handsfree, portable fans. FIRST USE: 20201000. FIRST USE IN COMMERCE: 20201000
	IC 016. US 002 005 022 023 029 037 038 050. G & S: Blank journal books; blank writing journals; paper notebooks; blank paper notebooks; pens; ballpoint pens. FIRST USE: 20190900. FIRST USE IN COMMERCE: 20190900
	IC 017. US 001 005 012 013 035 050. G & S: Duct tape. FIRST USE: 20190800. FIRST USE IN COMMERCE: 20190800
	IC 021. US 002 013 023 029 030 033 040 050. G & S: Cutting boards; cutting boards for the kitchen. FIRST USE: 20191100. FIRST USE IN COMMERCE: 20191100
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	97287955
Filing Date	February 28, 2022
Current Basis	1A
Original Filing Basis	1A
Owner	(APPLICANT) Deal Genius, LLC LIMITED LIABILITY COMPANY DELAWARE 4249 W Diversey Avenue Chicago ILLINOIS 60639
Attorney of Record	Angela Alvarez Sujek
Prior Registrations	5509826
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

All unregistered common law trademarks