

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765179

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900725438

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Theta Consulting LLC		10/04/2022	Limited Liability Company: WYOMING

RECEIVING PARTY DATA

Name:	PIKE BRANDS LLC
Street Address:	113 Cherry St., PMB 89249
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5910107	ACTIV LIFE

CORRESPONDENCE DATA**Fax Number:**

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: 8139990199
Email: lros@aegislaw.com
Correspondent Name: John Ervin
Address Line 1: 601 S Lindbergh Blvd
Address Line 4: Frontenac, MISSOURI 63131

NAME OF SUBMITTER:	leila ros
SIGNATURE:	/leila ros/
DATE SIGNED:	11/02/2022

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of October 4, 2022 (the "Effective Date"), is made by Theta Consulting LLC, a Wyoming limited liability company, [REDACTED] ([REDACTED] the "Assignor"), in favor of Pike Brands LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer, and assign to Assignee, and Assignee has agreed to purchase from Assignor, the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), including the Trademarks described on **Schedule 1**, and Assignee has assumed and agreed to pay, perform and discharge the Assumed Liabilities;

WHEREAS, pursuant to Section 4.2 of the Purchase Agreement, the Assignor has agreed to execute and deliver this Assignment to the Assignee on the Closing Date; and

WHEREAS, capitalized terms used herein and but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee purchases from Assignor, free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor's right, title and interest in, to and under the Trademarks identified on **Schedule 1** attached hereto, together with the goodwill connected with the use of and symbolized by the Trademarks, and all: (a) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to such Trademarks; and (b) claims and causes of action with respect to such Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

2. Recordation and Further Actions. 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 Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor 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 of such Trademarks to Assignee, or any Assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and

indemnities relating to the Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities 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. Governing Law. This Assignment including all schedules attached hereto shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware or any other jurisdiction.

5. Counterparts; Electronic Signatures. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto as of the Effective Date.

ASSIGNOR:

THETA CONSULTING LLC,
a Wyoming limited liability company


DocuSigned by:
Craig Brockie
By: _____
Name: Craig Brockie
Title: Authorized Signatory

ASSIGNEE:

PIKE BRANDS LLC,
a Delaware limited liability company

DocuSigned by:
Jason Lee Keenan
By: _____
Name: Jason Lee Keenan
Its: Authorized Signatory

**Schedule 1
Trademarks**

Trademark	Agency	Reg. No.	Reg. Date	Next Req. Filing
 Activ Life	USPTO	5910107	11/12/2019	11/12/2024
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]