

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776697

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900726410		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZAMOTA LTD		08/19/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yolo Brands Inc.		
<b>Street Address:</b>	5515 SW Whippoorwill Avenue		
<b>City:</b>	Palm City		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34990		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4493836	PHYSIQ	
<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>	5125373519		
<b>Email:</b>	a.hairell@thetrademarklawoffice.com		
<b>Correspondent Name:</b>	Aundria Hairell		
<b>Address Line 1:</b>	5900 Balcones Drive, STE 5777		
<b>Address Line 4:</b>	Austin, TEXAS 78731		
<b>NAME OF SUBMITTER:</b>	Aundria Hairell		
<b>SIGNATURE:</b>	/Aundria Hairell/		
<b>DATE SIGNED:</b>	12/27/2022		
<b>Total Attachments: 2</b>			
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source=Trademark Assignment_YoloBrands#page2.tif			

# Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 19th day of August, 2022 (the "Effective Date") by and between Zamota LTD (the "Assignor"), incorporated and registered in England and Wales with company number 08468333 whose registered office is at Unit 15 Hockliffe Business Park, Watling Street, Hockliffe, Bedfordshire, LU7 9NB and Yolo Brands Inc. (the "Assignee") incorporated and registered in Delaware with company number 87- 3466585 whose registered office is at 5515 SW Whippoorwill Avenue, Palm City, Florida, 34990.

1. **Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: PHYSIQ

Registration Number: 4493836

State of Registration: ACTIVE

Date of Registration: Mar. 11, 2014

Description of Goods/Services: [ Dresses; ] Hats; Pants; Shorts; Sports bras; Sweaters; Sweatshirts; T-shirts

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
3. **Consideration.** Previously rendered with sales contract.
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all

related federal and state trademark registrations and/or registration application rights.

5. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
6. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing
7. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
8. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Delaware for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
10. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Zamota Ltd.

By: Andrew Leeming  
Andrew Leeming (Aug 19, 2022 15:48 GMT+1)

Aug 19, 2022

Name: Andrew Leeming  
Title: Managing Director

Yolo Brands Inc.

By: Mark Gelato  
Mark Gelato (Aug 19, 2022 10:39 EST)

Aug 19, 2022

Name: Mark Patrick Gelato  
Title: Managing Director