

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Codeage LLC		08/01/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Spartacus Brands LLC		
Street Address:	30 N. Gould St., Ste. R		
City:	Sheridan		
State/Country:	WYOMING		
Postal Code:	82801		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Serial Number:	87930306	SMART MUSHROOMS	
Serial Number:	87863202	KETO BURN	
Serial Number:	87930301	IMMUNE MUSHROOMS	
Serial Number:	87425192	CODE AGE	
Serial Number:	88029865	CODEAGE	
Serial Number:	88194172	BEAUTY NIGHT	
Serial Number:	88194189	PERFECT CHOCOLATE	
Serial Number:	88235490	BEAUTY TONIC	
Serial Number:	88267526	AMEN	
Serial Number:	88274721	CODE AGE LIFE	
Serial Number:	88339822	BEAUTY TONIC	
Serial Number:	88514402	KETO HEAT	
Serial Number:	88582320	LIVE LONG	
Serial Number:	88595959	AMEN VEGAN COLLAGEN BUILDER +	
Serial Number:	88712395	LIVE LONG	
Serial Number:	88746491		
Serial Number:	88775134	CODE AGE RENEWAL	
Serial Number:	88836497	DNA PET	
Serial Number:	88846251	IT'S IN YOU	

OP \$1265.00 87930306

Property Type	Number	Word Mark
Serial Number:	88872824	CALMING CARE
Serial Number:	88958506	LIVE LONG
Serial Number:	90008635	CALMING CARE
Serial Number:	90023030	CLEARHEAD
Serial Number:	90037688	DNA PET
Serial Number:	90069805	CLEARFACE
Serial Number:	90155142	BEYOND VITAMINS
Serial Number:	90155154	WONDER-C
Serial Number:	90160882	NANOFOOD
Serial Number:	90241016	
Serial Number:	90272713	WONDER HEART
Serial Number:	90373404	NANOFOOD
Serial Number:	90449248	
Serial Number:	90647938	IT'S ALWAYS A GOOD TIME
Serial Number:	90721975	LIPOSOMAL NMN
Serial Number:	90696433	CODE TOKEN
Serial Number:	90449265	CODEAGE
Serial Number:	90848750	
Serial Number:	97488495	TEEN OMEGA +
Serial Number:	97187270	INSTANTFOOD
Serial Number:	97264101	GLUTAONE
Serial Number:	97284978	TRICOLLAGEN
Serial Number:	97300382	TRIM & GLOW
Serial Number:	97319134	EASY VEGGIES
Serial Number:	97319207	FAST FRUITS
Serial Number:	97319234	BIOMAG
Serial Number:	97369766	CODE AGE
Serial Number:	97391193	NANOFOOD
Serial Number:	97394175	BIOPEPTIDE COLLAGEN
Serial Number:	97394196	NANOACTIVE
Serial Number:	97523976	IT'S IN YOU

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: 3102766664

Email: info@omnilegalgroup.com

Correspondent Name: Omid E. Khalifeh

Address Line 1: 2029 Century Park East, Suite 438

TRADEMARK

REEL: 007946 FRAME: 0313

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER: Laura Harper

SIGNATURE: /Laura Harper/

DATE SIGNED: 01/13/2023

Total Attachments: 21

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TRADEMARK ACQUISITION AGREEMENT

This TRADEMARK ACQUISITION AGREEMENT ("**Agreement**"), dated as of August 1, 2022, is made by and between Codeage LLC, a California limited liability company ("**Seller**"), and Spartacus Brands LLC, a Wyoming limited liability company ("**Buyer**").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all of Seller's right, title, and interest in and to certain Trademarks (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Trademarks, subject to the terms and conditions set forth herein; and

WHEREAS, with respect to certain Trademarks that are the subject of pending intent-to-use applications filed with the United States Patent and Trademark Office ("**USPTO**"), Buyer is the successor to the ongoing and existing business of Seller to which such Trademarks relate.

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

1. Purchase and Sale of Trademarks. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (collectively, "**Acquired Rights**"), together with the goodwill associated therewith and symbolized thereby:

(a) the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin ("**Trademarks**") listed on Schedule 1, and all registrations, applications for registration, and renewals of such Trademarks (collectively, "**Acquired Marks**"); provided that, with respect to the United States intent-to-use applications identified on Schedule 1, if any, the transfer of such applications shall not be effective until a statement of use or amendment to allege use, as applicable, has been filed with and accepted by the USPTO. With respect to the intent-to-use applications identified on Schedule 1, outside the United States, if any, the transfer of such applications shall not be effective until a statement of use or amendment to allege use, as applicable, has been filed with and accepted by the World Intellectual Property Organization ("**WIPO**") and the registries and other recording governmental authorities in all applicable jurisdictions.

(b) the tangible assets listed on Schedule 2 ("**Tangible Assets**");

(c) all internet domain name registrations and social media account or user names (including "**handles**") incorporating any Acquired Mark or any acronym, abbreviation, or component thereof, including the domain names and social media accounts listed on Schedule 3, 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;

(d) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Acquired Marks, including those licenses listed on Schedule 4 ("**Licenses**");

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

(f) 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, violation, breach, or default; and

(g) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. No Liabilities. Buyer neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising (collectively, "**Excluded Liabilities**"), including, for the avoidance of doubt, any obligations, claims, or liabilities arising from or in connection with any circumstances, causes of action, breach, violation, default, or failure to perform by or of Seller with respect to the Licenses.

3. Purchase Price.

(a) The aggregate purchase price for the Acquired Rights shall be Thirty Thousand US Dollars (US \$30,000.00) (the "**Purchase Price**").

(b) Buyer shall pay the Purchase Price within ten (10) business days following the parties' full execution of this Agreement. Payment shall be made in US dollars by wire transfer of immediately available funds to an account designated by the Seller.

(c) If Buyer fails to make timely and proper payment of the Purchase Price, Seller may, in addition to, and not in lieu of, all other remedies, terminate this Agreement effective immediately on written notice to Buyer.

4. Deliverables. Upon execution of this Agreement, Seller shall deliver to Buyer the following:

(a) an assignment in the form of Exhibit A (the "**Assignment**") and duly executed by Seller, transferring all of Seller's right, title, and interest in and to the Acquired Rights to Buyer; and

(b) a bill of sale in the form of Exhibit B hereto (the "**Bill of Sale**") and duly executed by Seller, transferring all of Seller's right, title, and interest in and to the Tangible Assets to Buyer;

(c) the complete prosecution files for all Acquired Marks in such form and medium as reasonably requested by Buyer together with a list of local prosecution counsel contacts, and all such other documents, correspondence, and information as are reasonably requested by Buyer to register, own, or otherwise use the Acquired Rights, including any renewal fees due and deadlines for actions to be taken concerning prosecution and

maintenance of all Acquired Marks in the one hundred eighty (180) day period following the date hereof; and

(d) copies of all consents, permissions, and agreements required for the transfer of Licenses.

5. Intent-to-Use Applications.

(a) Effective as of the date hereof, Seller hereby grants to Buyer and its affiliates a royalty-free, non-transferable, exclusive, irrevocable license to use the Trademarks that are the subject of the pending United States intent-to-use applications identified on Schedule 1 ("ITU Marks") in connection with the promotion, advertising, distribution, and sale of the goods and services covered by such applications. Buyer and its affiliates may sublicense the rights granted in this Section 5(a) to their authorized distributors, vendors, subcontractors, and resellers acting on their behalf. From the date hereof until the effectiveness of the transfer of any pending application for an ITU Marks pursuant to Section 1 in accordance with Section 5(b), Seller shall, at its sole expense, (i) diligently prosecute such application; (ii) consult with Buyer and keep Buyer informed of any developments in connection with such prosecution; and (iii) have the right to exercise quality control over Buyer's and its affiliates' use of the ITU Marks pursuant to the license granted under this Section 5(a) to the extent reasonably necessary under applicable law to maintain the validity of the ITU Marks and protect the goodwill associated therewith. Any and all goodwill arising from Buyer's or its affiliates' use of the ITU Marks pursuant to the license granted under this Section 5(a) shall inure solely to Seller's benefit.

(b) Promptly following the first use in commerce by Buyer or any of its affiliates of each ITU Mark pursuant to the license granted under Section 5(a), Buyer shall (i) notify Seller of the date of such first use and first use in commerce of such ITU Mark; (ii) identify the goods and services specified in the application in connection with which the mark has been used; and (iii) furnish to Seller a specimen of each such use in a form acceptable for filing with the USPTO and the WIPO. Upon receipt of such information and specimen for such ITU Mark, Seller shall file a statement of use or amendment to allege use, as applicable, with the USPTO and/or the WIPO, with respect to the relevant application. Upon acceptance of such statement of use or amendment to allege use, as applicable, by the USPTO and/or the WIPO with respect to the relevant application, (i) the transfer of such ITU Mark to Buyer pursuant to Section 1 shall automatically and immediately be effective; and (ii) the license granted with respect to such ITU Mark under Section 5(a), together with Seller's rights and Buyer's obligations under this Section 5, shall automatically and immediately terminate.

6. Further Assurances; Recordation.

(a) From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

(b) Without limiting the foregoing, and without limiting Section 4(a), Seller shall execute and deliver to Buyer such assignments and other documents, certificates, and instruments of conveyance in a form satisfactory to Buyer and suitable for filing with the USPTO, WIPO, and the registries and other recording governmental authorities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as necessary to record and perfect the Assignment, and to vest in Buyer all right, title, and interest in and to the Acquired Rights in accordance with applicable law. As between Seller and Buyer, Buyer shall be responsible, at Buyer's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that, Seller shall take such steps and actions, and provide such cooperation and assistance, to Buyer 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 Acquired Rights to Buyer, or any of Buyer's successors or assigns.

7. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section 7 are true and correct as of the date hereof] and do not contain any untrue statement of material fact or omit any material fact necessary to make the statements contained in this Section 7 not misleading under the circumstances under which they were made. For purposes of this Section 7, "Seller's knowledge," "knowledge of Seller," and similar phrases shall mean the actual or constructive knowledge of any director or officer of Seller, after reasonable inquiry.

(a) Authority of Seller; Enforceability. Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational action of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Seller, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject, or (iv) result in the creation or imposition of any encumbrances on the Acquired Rights. No consent, approval, waiver, or authorization [(other than the Licenses)] is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement, or to enable Buyer to register, own, and use the Acquired Rights.

(c) Ownership. Seller owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances. Seller is in full

compliance with all legal requirements applicable to the Acquired Rights and Seller's ownership and use thereof.

(d) Registrations and Applications. Schedule 1 contains a correct, current and complete list of all registrations and applications for registration owned by or licensed to Seller in the Acquired Marks, specifying as to each, as applicable: the word mark and/or design, the record owner, the jurisdiction in which it has been granted or filed, the registration or application serial number, and the registration or application date. All required filings and fees related to the trademark registrations and applications listed on Schedule 1 have been timely filed with and paid to the USPTO and/ or the WIPO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications have at all times been and remain in good standing. Seller has provided Buyer with true and complete copies of all documents, certificates, correspondence, and other materials related to all such trademark registrations and applications.

(e) Validity and Enforceability. To Seller's knowledge, the Acquired Rights are valid, subsisting, and enforceable by Seller in all applicable jurisdictions, and are not subject to any pending or, to Seller's knowledge, threatened challenge or claim to the contrary. No event or circumstance (including any failure to exercise adequate quality control or any assignment in gross without the accompanying goodwill) has occurred or exists that has resulted in, or would reasonably be expected to result in, the abandonment of any Acquired Mark.

(f) Non-Infringement. To Seller's knowledge, the registration, ownership, and exercise of the Acquired Rights by Seller do not, and will not, infringe or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law. To Seller's knowledge, no person has infringed or otherwise violated, or is currently infringing or otherwise violating, any of the Acquired Rights.

(g) Legal Actions. There are no actions (including any opposition or cancellation proceedings) settled, pending, or, to Seller's knowledge, threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Acquired Rights, (ii) challenging the validity, enforceability, registrability, or ownership of any Acquired Rights or Seller's rights with respect thereto, or (iii) by Seller or any third party alleging any infringement or other violation by any third party of any Acquired Rights.

(h) Licenses. Seller has provided Buyer with true and complete copies of all Licenses (or in the case of any oral agreements, a complete and accurate written description thereof), if any, including all modifications, amendments, and supplements thereto and waivers thereunder. Each License is valid, binding, and enforceable between Seller and the other parties thereto; and neither Seller nor any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) any License in any material respect, or has provided or received any notice of breach of, default under, or any actual or intended termination of any License.

(i) No Other Representations or Warranties. Except for the representations and warranties contained in this Section 7, Seller has not made and makes no other express or implied representation or warranty, either oral or written, whether arising by law[, course of dealing, course of performance, usage, trade,] or otherwise, including with respect to the ownership, registration, validity, enforcement, or use of the Acquired Rights, all of which are expressly disclaimed.

8. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the statements contained in this Section 8 are true and correct as of the date hereof and do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained in this Section 8 not misleading under the circumstances under which they were made.

(a) Authority of Buyer; Enforceability. Buyer has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary organizational action of Buyer, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Buyer, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, or (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement is subject. No consent, approval, waiver, or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Buyer of this Agreement.

9. Indemnification.

(a) Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.

(b) Seller shall defend, indemnify, and hold harmless Buyer, Buyer's affiliates, and their respective shareholders, directors, officers, and employees (each, a "**Buyer Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or in connection with any third-party claim, suit, action, or proceeding (each, a "**Third-Party Claim**") related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or

obligation of Seller contained in this Agreement or any document to be delivered hereunder; or (ii) any Excluded Liabilities.

(c) A Buyer Indemnified Party ("**Indemnified Party**") shall promptly notify the Seller from whom it is seeking indemnification upon becoming aware of a Third-Party Claim with respect to which Seller is obligated to provide indemnification under this Section 9 ("**Indemnified Claim**"). Seller shall promptly assume control of the defense and investigation of the Indemnified Claim, with counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party shall reasonably cooperate with Seller in connection therewith, in each case at Seller's sole cost and expense. The Indemnified Party may participate in the defense of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. Seller shall not settle any Indemnified Claim on any terms or in any manner that adversely affects the rights of any Indemnified Party without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If Seller fails or refuses to assume control of the defense of such Indemnified Claim, the Indemnified Party shall have the right, but no obligation, to defend against such Indemnified Claim, including settling such Indemnified Claim after giving notice to Seller, in each case in such manner and on such terms as the Indemnified Party may deem appropriate. Neither the Indemnified Party's failure to perform any obligation under this Section 9(d) nor any act or omission of the Indemnified Party in the defense or settlement of any Indemnified Claim shall relieve Seller of its obligations under this Section 9, including with respect to any Losses, except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result thereof.

10. Equitable Remedies. Seller acknowledges that (a) a breach or threatened breach by Seller of any of its obligations under this Agreement would give rise to irreparable harm to Buyer for which monetary damages would not be an adequate remedy and (b) if a breach or a threatened breach by Seller of any such obligations occurs, Buyer will, in addition to any and all other rights and remedies that may be available to such party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy.

11. Confidentiality.

(a) Confidentiality and Use. Neither party shall disclose to any third party (other than their respective employees in their capacity as such) any information with respect to the financial terms of this Agreement. Seller agrees: (i) not to use any information that is of a sensitive, proprietary, or confidential nature, whether written or oral, concerning the Acquired Rights or Buyer's use thereof in the conduct of its business, or otherwise concerning the business of Buyer and its affiliates (including, for the avoidance of doubt, any information obtained or otherwise accessed by Seller in connection with its exercise of quality control under Section 5), other than as strictly necessary to exercise its rights or perform its obligations under this Agreement; (ii) not to use any such information, directly or indirectly, in any manner to the detriment of Buyer or to obtain any competitive

advantage relative to Buyer; (iii) to maintain such information in strict confidence, and not to use or disclose such information without Buyer's prior written consent.

(b) Compelled Disclosures. If either party is compelled to disclose any information with respect to the financial terms of this Agreement, or Seller is compelled to disclose any information that is of a sensitive, proprietary, or confidential nature concerning the Acquired Rights or otherwise concerning the business of Buyer and its affiliates, by judicial or administrative process or by other requirements of law, such party shall: (i) promptly notify the other party in writing, (ii) disclose only that portion of such information which it is advised by counsel in writing is legally required to be disclosed, and (iii) use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

12. Miscellaneous.

(a) Interpretation. For purposes of this Agreement, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein are intended to be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient; and (iv) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage prepaid). Such communications must be sent to the respective parties at the following addresses or at such other address for a party as shall be specified in a notice given in accordance with this Section 12(b):

If to Seller:

5628 W. Washington Blvd., Los Angeles, CA 90016

Email: greg@codeage.com

Attention: Legal Department

If to Buyer:

30 N. Gould St., Ste. R, Sheridan, WY, 82801

Email: info@spartacusbrands.com

Attention: Legal Department

(c) Entire Agreement. This Agreement, together with the documents to be delivered hereunder, and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control.

(d) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(e) 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.

(f) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Los Angeles and County of Los Angeles, and each party irrevocably submits to the [non-]exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(g) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(h) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

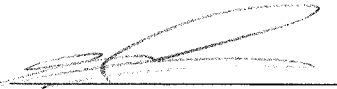
(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or

other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

Codeage LLC


By: 

Name: Gregory Papigny

Title: COO

AGREED TO AND ACCEPTED:

Spartacus Brands LLC

By: 



Name: Gary Bitton




Title: CEO of Space Corporation, Manager



SCHEDULE 1

Acquired Marks

Title	Country	Official Number	Serial Number	Filing Date	Case Status	Property Type
SMART MUSHROOMS	United States	5660126	87930306	05/21/2018	Registered (01/22/2019)	Trademark
KETO BURN	United States		87863202	4/4/2018	Abandoned (01/25/2019)	Trademark
IMMUNE MUSHROOMS	United States		87930301	5/21/2018	Abandoned (01/25/2019)	Trademark
CODE AGE	United States	5339634	87425192	04/25/2017	Registered (11/21/2017)	Trademark
CODE AGE	United States	5685538	88029865	07/09/2018	Registered (02/26/2019)	Trademark
BEAUTY NIGHT	United States	5832146	88194172	11/14/2018	Registered (08/13/2019)	Trademark
PERFECT CHOCOLATE	United States	5769782	88194189	11/14/2018	Registered (06/04/2019)	Trademark
BEAUTY TONIC	United States		88235490	12/19/2018	Abandoned (03/26/2019)	Trademark
AMEN	United States	5853504	88267526	01/18/2019	Registered (09/03/2019)	Trademark
CODE AGE LIFE	United States	5787959	88274721	01/24/2019	Registered (06/25/2019)	Trademark
BEAUTY TONIC	United States	5836610	88339822	03/14/2019	Registered (08/13/2019)	Trademark
KETO HEAT	United States	5988758	88514402	07/15/2019	Registered (02/18/2020)	Trademark
LIVE LONG	United States		88582320	08/16/2019	Abandoned (05/19/2020)	Trademark

AMEN VEGAN COLLAGEN BUILDER +	United States	6051805	88595959	08/28/2019	Registered (05/12/2020)	Trademark
 LIVE LONG	United States		88712395	12/02/2019	Abandoned (09/09/2020)	Trademark
 LIVE LONG	United States	6157000	88746491	01/03/2020	Registered (09/22/2020)	Trademark
CODE AGE RENEWAL	United States	6167672	88775134	01/27/2020	Registered (10/06/2020)	Trademark
DNA PET	United States		88836497	03/16/2020	Abandoned (07/20/2020)	Trademark
IT'S IN YOU	United States		88846251	03/24/2020	Abandoned (12/16/2020)	Trademark
CALMING CARE	United States		88872824	04/15/2020	Abandoned (06/16/2020)	Trademark
LIVE LONG	United States		88958506	06/10/2020	Abandoned (04/15/2021)	Trademark
CALMING CARE	United States		90008635	06/18/2020	Abandoned (06/26/2020)	Trademark
CLEARHEAD	United States	6291224	90023030	06/26/2020	Registered (03/09/2021)	Trademark
DNA PET	United States	6459110	90037688	07/06/2020	Registered (08/24/2021)	Trademark
CLEARFACE	United States	6360170	90037688	07/23/2020	Registered (05/25/2021)	Trademark
BEYOND VITAMINS	United States	6336984	90155142	09/02/2020	Registered (04/27/2021)	Trademark
WONDER-C	United States	6336985	90155154	09/02/2020	Registered (04/27/2021)	Trademark
NANOFOOD	United States		90160882	09/04/2020	Abandoned (01/06/2021)	Trademark

	United States	6402150	90241016	10/07/2020	Registered (06/29/2021)	Trademark
WONDER HEAT	United States	6497513	90272713	10/22/2020	Registered (09/28/2021)	Trademark
NANOFOOD	United States	6586877	90373404	12/10/2020	Registered (12/14/2021)	Trademark
	United States		90449248	01/05/2021	Abandoned (08/09/2021)	Trademark
IT'S ALWAYS A GOOD TIME	United States	6742954	90647938	04/15/2021	Registered (05/31/2022)	Trademark
LIPOSOMAL NMN	United States		90721975	05/19/2021	Abandoned (06/14/2022)	Trademark
CODE TOKEN	United States	6811790	90696433	05/07/2021	Registered (08/09/2022)	Trademark
CODE AGE	United States	6547066	90449265	01/05/2021	Registered (11/02/2021)	Trademark
	United States	6824941	90848750	07/26/2021	Registered (08/23/2022)	Trademark
TEEN OMEGA+	United States		97488495	07/05/2022	Pending	Trademark
INSTANTFOOD	United States		97187270	12/23/2021	Pending	Trademark
GLUTAONE	United States		97264101	02/11/2022	Pending	Trademark
TRICOLLAGEN	United States		97284978	02/25/2022	Pending	Trademark
TRIM & GLOW	United States		97300382	03/08/2022	Pending	Trademark
EASY VEGGIES	United States		97319134	03/18/2022	Pending	Trademark
FAST FRUITS	United States		97319207	03/18/2022	Pending	Trademark

BIOMAG	United States		97319234	03/18/2022	Pending	Trademark
CODE AGE	United States		97369766	04/19/2022	Pending	Trademark
NANOFOOD	United States		97391193	05/02/2022	Pending	Trademark
BIOPEPTIDE COLLAGEN	United States		97394175	05/04/2022	Pending	Trademark
NANOACTIVE	United States		97394196	05/04/2022	Pending	Trademark
IT'S IN YOU	United States		97523976	07/28/2022	Pending	Trademark
CODE AGE	Canada	1677842	2204831	07/13/2022	Pending	Trademark
	Canada	1677843	2204830	07/13/2022	Pending	Trademark
CODE AGE	Canada	1591562	2108399	3/24/2021	Pending	Trademark
CODE AGE	Australia	1541779	2105639	06/17/2020	Registered (11/18/2020)	Trademark
CODE AGE	WIPO/ Canada	1677842	1608327701	07/13/2022	Registered (08/18/2022)	Trademark
	WIPO/ Canada	1677843	1608328001	07/13/2022	Registered (08/18/2022)	Trademark
NANOFOOD	WIPO/ China	1640783	1577243701	12/30/2021	Refusal (04/18/2022)	Trademark
CODE AGE	WIPO/ Vietnam	1616581	1491844301	8/10/2021	Registered 08/10/2021	Trademark
CODE AGE	WIPO/ Colombia Mexico	1599531	1575789701 1605582201	07/05/2021	Grant of Protection CO (04/13/2022) MX (07/08/2022)	Trademark
CODE AGE	WIPO/ Canada	1591562	1621712701	05/03/2021	Refusal (08/24/2022)	Trademark

CODE AGE	WIPO/ Australia	1541779	1428006901	06/17/2020	Grant of Protection (01/25/2021)	Trademark
	WIPO/ European Union (EM)	1445753	1264639801	12/19/2018	Grant of Protection (06/26/2019)	Trademark

SCHEDULE 2

Tangible Assets

Intentionally Blank

SCHEDULE 3

Online Assets

Domains

activatedketones.com
amencosmetics.com
amennutrition.com
Codea.ge
code-age.com
codeage.ca
codeage.cloud
codeage.com
codeage.de
codeage.es
codeage.finance
codeage.in
codeage.info
codeage.io
codeage.mx
codeage.online
codeage.us
codeage.xyz
dnapet.com
dnap.et
foodspoon.com
hommebeaute.com
ketoelectrolyte.com
maisonrou.ge
maisonrouge.com
multicollagen.com
nadfacecream.com
nanofood.cn
nanofoods.health
nanofoodusa.com
quercetinphytosomes.com

Social Media Accounts

@thecodeage (Facebook)
@thecodeage (Instagram)
Codeage (Youtube)
@CodeageLife (Twitter)
@CodeageLife (Pinterest)
@thecodeage (Reddit)
@Codeage (Tiktok)

SCHEDULE 4

Licenses

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EXHIBIT A

ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Codeage LLC, a California limited liability company located at 5628 W. Washington Blvd., Los Angeles, CA 90016 ("**Seller**"), hereby sells, assigns, transfers, and conveys to Spartacus Brands LLC, a Wyoming limited liability company, located at 30 N. Gould St., Ste. R, Sheridan, WY 82801 ("**Buyer**"), pursuant to the Trademark Acquisition Agreement dated as of August 1, 2022, by and between Seller and Buyer, all of Seller's right, title, and interest in and to the trademarks set forth on Schedule 1 attached hereto and incorporated by this reference herein, together with the goodwill associated therewith and symbolized thereby, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement or other violation, and all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Seller 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 of Trademarks upon request by Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed on this 1st day of August, 2022 by its duly authorized officer.

Codeage LLC

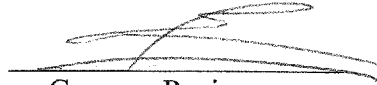
By: 
Name: Gregory Papigny
Title: COO

EXHIBIT B

Bill of Sale

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