

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PENCIL (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC		07/06/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	End to End, Inc.		
Street Address:	3400 Cottage Way, Ste. G2 #10409		
City:	Sacramento		
State/Country:	CALIFORNIA		
Postal Code:	95825		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5237702	MODSY	
Registration Number:	5943669		
CORRESPONDENCE DATA			
Fax Number:	4084141086		
<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:	4084141080		
Email:	trademarks@h35g.com		
Correspondent Name:	Samantha Stumpo		
Address Line 1:	1 Almaden Boulevard		
Address Line 2:	Floor 12		
Address Line 4:	San Jose, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	60476-0010		
NAME OF SUBMITTER:	Samantha Stumpo		
SIGNATURE:	/SamanthaStumpo/		
DATE SIGNED:	01/30/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Assignment**”) is made as of July 6, 2022 (the “**Effective Date**”), by and between Pencil (assignment for the benefit of creditors), LLC, a California limited liability company (the “**Seller**”), in its sole and limited capacity as assignee for the benefit of creditors of Pencil and Pixel, Inc. (the “**Assignor**”), and End to End, Inc., a Delaware corporation (the “**Buyer**”). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of July 6, 2022, by and between Seller and Buyer (the “**Asset Purchase Agreement**”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, assign, transfer and convey to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and the trademark rights and copyrights throughout the world, including, without limitation, any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, and set forth in **Schedule A** hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as “**Marks**”), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller’s right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey to Buyer, and Buyer hereby accepts the sale, assignment, transfer and conveyance of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

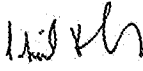
6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

SELLER:

Pencil (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Pencil and Pixel, Inc.

By: 
Name: Michael A. Maily
Title: Manager

BUYER:

End to End, Inc., a Delaware corporation

By: _____
Name: Scott Rednor
Title: Authorized Signatory

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

SELLER:

Pencil (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Pencil and Pixel, Inc.


By: _____
Name: _____
Title: _____

BUYER:

End to End, Inc., a Delaware corporation

DocuSigned by:
Scott Rednor
By: _____
Name: Scott Rednor
Title: Authorized Signatory

Trademarks

Item #	Registration Jurisdiction	Registration number	Application Number	Filing date	Status	Registered on	Due date
Mark: MODSY	United States Patent and Trademark Office. Classes: 35, 42	5237702	Serial number: 86790223	10/16/15	Registered	7/4/2017	Affidavit of Use 07/04/23 Renewal 7/4/2027
Mark: MODSY	Great Britain and Northern Ireland Classes 35, 42	UK00003403113	UK00003403113	05/30/19	Registered	5/30/2019	Proof of Use 09/06/24 Renewal 05/30/29
Heart Design 	United States Classes 35, 42	5943669	Serial number: 88465162	6/10/2019	Registered	12/24/2019	Affidavit of Use 12/24/25 Renewal 12/24/2029
Mark: MODSY	Canada Classes: 35, 42		1965963	05/30/19	Pending		