

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM786046

|   |  |                         |                         |
|---|--|-------------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                         |                         |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                         |                         |
| <b>CONVEYING PARTY DATA</b>   |  |                         |                         |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>   | <b>Entity Type</b>      |
| Tosso, Inc.   |  | 02/09/2023              | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                         |                         |
| <b>Name:</b>  | Vivere Cacoon Inc.                                 |                         |                         |
| <b>Street Address:</b>  | 5067 Whitelaw Road                                 |                         |                         |
| <b>City:</b>  | Guelph, Ontario                                    |                         |                         |
| <b>State/Country:</b>   | CANADA   |                         |                         |
| <b>Postal Code:</b>   | N1H6J4   |                         |                         |
| <b>Entity Type:</b>   | Corporation: CANADA                                |                         |                         |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                         |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>        |                         |
| <b>Registration Number:</b>   | 2984720  | LADDER GOLF             |                         |
| <b>Registration Number:</b>   | 5563863  | # H A V E M O R E F U N |                         |
| <b>Registration Number:</b>   | 5599718  | HAMMER CROWN            |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                         |                         |
| <b>Fax Number:</b>  | 6462187665   |                         |                         |
| <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>   | 6462187605   |                         |                         |
| <b>Email:</b>   | nfriedma@hodgsonruss.com                           |                         |                         |
| <b>Correspondent Name:</b>  | Neil B Friedman                                    |                         |                         |
| <b>Address Line 1:</b>  | 605 Third Avenue, Suite 2300                       |                         |                         |
| <b>Address Line 4:</b>  | New York, NEW YORK 10158                           |                         |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1472 Vivere  |                         |                         |
| <b>NAME OF SUBMITTER:</b>   | Neil B Friedman                                    |                         |                         |
| <b>SIGNATURE:</b>   | /Neil B Friedman/                                  |                         |                         |
| <b>DATE SIGNED:</b>   | 02/10/2023   |                         |                         |
| <b>Total Attachments: 3</b>   |  |                         |                         |
| source=Tosso-Vivere Assignment#page1.tif  |  |                         |                         |
| source=Tosso-Vivere Assignment#page2.tif  |  |                         |                         |
| source=Tosso-Vivere Assignment#page3.tif  |  |                         |                         |

OP \$90.00 2984720

## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this “*Assignment*”), is made as of February 9, 2023 (the “*Effective Date*”), by and between **Tosso, Inc.**, a California corporation, with a place of business at 10755 Scripps Poway Parkway, Ste #579, San Diego, California 92131 (“*Assignor*”), and **Vivere Cacaoon Inc.**, a Canadian Corporation, with a place of business at 5067 Whitelaw Road Guelph, Ontario Canada N1H6J4 (“*Assignee*”, and collectively with the Assignor, the “*Parties*”).

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor’s right, title and interest in and to the following: (i) Assignor’s common law rights, trademarks, service marks, registrations, and the goodwill associated with such marks as listed on Exhibit A, and (ii) and the right to sue for past, present and future infringement, dilution and damages therefor (all as presently existing or hereafter arising or acquired (collectively, the “*Trademark Rights*”).

WHEREAS, Assignee has requested that Assignor execute an assignment suitable for recording that Assignee is the successor-in-interest of the entire right, title and interest in and to the Trademark Rights;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignor hereby assigns and transfers to Assignee, all of Assignor’s right, title, and interest in the Trademark Rights, all associated common law rights and the associated goodwill related thereto. All rights and privileges associated with the Trademark Rights, including the right to sue for and recover all damages from any past or future infringements or other violations of the Trademark Rights, will be held and enjoyed by Assignee.

2. The Parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this agreement.

3. This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Parties authorize one another to detach and combine original signature pages and consolidate them into a single identical original, and any one of such completely executed counterparts will be sufficient proof of this Assignment. Any photographic, photocopy, or similar reproduction copy of this Assignment, or any PDF file of this Assignment, or any copy of this Assignment sent by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature pages, will be considered for all purposes as if it were a manually-executed counterpart of this Assignment.

4. The term “including” and its variants do not imply any limitation.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademark as of the Effective Date above.

**Tosso, Inc.**

DocuSigned by:

*Brent Doud*

D4E7B8C5AA6E45B...

By: \_\_\_\_\_

Name: Brent Doud

Title: President

**Vivere Cacoon Inc.**

DocuSigned by:

*Jason Stoter*

FCAA6E38C37242A...

By: \_\_\_\_\_

Name: Jason Stoter

Title: President

**EXHIBIT A**

| Serial Number | Reg. Number | Mark                    |
|---------------|-------------|-------------------------|
| 87822215      | 5599718     | HAMMER CROWN            |
| 87605721      | 5563863     | # H A V E M O R E F U N |
| 76589453      | 2984720     | LADDER GOLF             |
|               |             | TOSSO                   |