

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900745758		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drink doodles ltd		02/10/2022	limited company (Ltd.): UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Alisha Prydden		
Street Address:	1000 N Lamar Blvd., 300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78703		
Entity Type:	INDIVIDUAL: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90644707	DOODLES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	512-322-5200		
Email:	tmcentral@pirkeybarber.com		
Correspondent Name:	Anna Kuhn		
Address Line 1:	1801 East 6th Street, Suite 300		
Address Line 4:	Austin, TEXAS 78702		
ATTORNEY DOCKET NUMBER:	DDLS002		
NAME OF SUBMITTER:	Frances Lau		
SIGNATURE:	/fcl/		
DATE SIGNED:	02/24/2023		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Assignment*”) is dated as of 10th Febuary, 2022 between Drink doodles ltd an individual (“*Assignor*”), and Alisha Prydden (“*Assignee*”).

WHEREAS, Assignor has certain rights, title and interest in and to certain trade names, trade dress, logos and common law trademarks shown on Schedule A hereto, together with the goodwill of the business symbolized thereby and including without limitation all applications and/or registrations for such trademarks and/or service marks shown on Schedule A (such trademarks, service marks, applications and registrations and any common law rights in each case therein, the “*Marks*”); and

WHEREAS, pursuant to the terms of that certain Restricted Stock Purchase Agreement dated as of the date hereof (the “*RSPA*”), to which Assignor and Assignee are parties, Assignor assigned to Assignee all of Assignor’s right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby irrevocably grants, transfers, assigns and conveys to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby.

2. Right to Sue for Infringement. Assignor also assigns to Assignee all claims for damages by reason of past, present or future infringement or misappropriation of the Marks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

3. Cooperation. Assignor agrees, without further consideration therefore, to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Power of Attorney. Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney in fact, with full power of substitution in Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Marks that may have accrued in Assignor’s favor from the respective date of first use of any of the Marks to the effective date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

5. Successors and Assigns. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

6. Conflicts. This Assignment is subject in all events to the terms and conditions of the RSPA, and in the event of a conflict or inconsistency between this Assignment and the RSPA, the terms of the RSPA shall prevail.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflicts of laws.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment as of the date first written above.

ASSIGNOR:

Drink doodles ltd

By: _____



Lee Eason

Schedule A to Trademark Assignment Agreement

<u>Serial #</u>	<u>Country of Registration</u>	<u>Title/Mark</u>	<u>File Date</u>	<u>Registration #</u>	<u>Registration Date</u>
00003527030	UK	DOODLE BUGS	AUG 25 2020	FEB 19 2021	FEB 19 2021
0003498878	UK	DOODLES	09 JUN 2020	OCT 20 2020	JAN 29 2021
90644707	USA	DOODLES	April 14, 2021		
018427696	EU	DOODLES	March 15, 2021	October 15 2021	OCTOBER 15 2021