TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM789146

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Teespring, Inc.		11/02/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Amaze Holding Company LLC
Street Address:	2944 Randolph Ave., Units I-J
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	97127474	MINT ON DEMAND
Registration Number:	6556909	SPRING FOR CREATORS
Registration Number:	6556910	SPRING FOR CREATORS
Serial Number:	90342299	SPRING FOR CREATORS
Registration Number:	6556911	SPRING
Registration Number:	6556912	SPRING
Serial Number:	97327993	SPRING
Registration Number:	6873480	
Serial Number:	97166874	SPRINGMARK
Registration Number:	4349784	TEESPRING

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 5039434828

Email: kcornuelle@orrick.com, sreagan@orrick.com, cvicino@orrick.com,

ipprosecution@orrick.com

Kristin S. Cornuelle **Correspondent Name:**

Address Line 1: Orrick, Herrington & Sutcliffe LLP Address Line 2: 2050 Main Street, Suite 1100

> **TRADEMARK REEL: 007982 FRAME: 0485**

900752469

Address Line 4:	vine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	52914.6000
NAME OF SUBMITTER:	Seth Reagan
SIGNATURE:	/Seth Reagan/
DATE SIGNED:	02/23/2023
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Total Attachments: 9

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into effective November 2, 2022 by and between Teespring, Inc., a Delaware corporation with an address at 2430 3rd St. San Francisco, California 94107 ("Assignor") and Amaze Holding Company LLC, a Delaware limited liability company with an address at 2944 Randolph Ave., Units I-J, Costa Mesa, California 92626 ("Assignee").

WHEREAS, Assignor and Assignee, as well as Assignee's parent company Amaze Software, Inc., are party to that certain Asset Purchase Agreement dated as of November 2, 2022 (the "APA").

WHEREAS, pursuant to the APA, the parties agree that Assignor will assign all of Assignor's rights, title and interest in and to all of the trademarks, service marks, and trade names, together with any common law rights in, as well as the goodwill connected with the use of and symbolized by them, including, without limitation, those trademarks, service marks, and trade names listed in <u>Exhibit A</u> (referred to collectively as the "Assigned Trademarks").

WHEREAS, pursuant to the APA, the parties agree that Assignor will not sell or assign any rights to any action, suit, demand or claim of any nature, including any action, suit, demand, or claim related to the Assigned Trademarks available, being pursued, or arising prior to the Closing of the APA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee each agree as follows in furtherance of the terms, conditions, and agreements set forth in the APA:

Assignment. Assignor assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee accepts from Assignor, all of Assignor's rights, title and interest in, to, and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, all common law rights associated with the applications and registrations, and all goodwill connected with the use of the Assigned Trademarks and symbolized thereby; provided, however, for the avoidance of doubt, that Assignor does not assign to Assignee any rights to any action, suit, demand, or claim of any nature, including any action ,suit, demand, or claim related to the Assigned Trademarks, available, being pursued, or arising prior to the Closing of the APA.

2. Further Assurances.

- a. Assignor agrees to use its best efforts to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment.
- b. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but

not limited to United States or foreign governments or trademark and patent offices, solely for purposes of causing the recordation of this document.

- 3. <u>Amendments and Modifications</u>. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by each party. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.
- 4. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, and by each party in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, 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.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed by its duly authorized officer to be effective as of the date of last signature below.

Teespring, Inc. (Assignor)	Amaze Holding Company LLC (Assignee)
By: David Stevenson (Feb 23, 2023 12:49 E3T)	Aaron Day By: Aaron Day (Feb 23, 2023 10:11 PST)
Name: David Stevenson	Name: Aaron Day
Title: Legal Counsel	Title: CEO

EXHIBIT A

Trademarks

Mark	Jurisdiction	Class(es)	Official No.
9 SPRING	Australia	35	1691981
SPRINGMARK	Australia	42	1669609
TEESPRING	Australia	42	1641874
9 SPRING	Brazil	35	1691981
SPRINGMARK	Brazil	42	1669609
TEESPRING	Brazil	42	908473354
9 SPRING	Canada	35	1691981
SPRINGMARK	Canada	42	1669609
TEESPRING	Canada	42	TMA924851
9 SPRING	China	35	1691981
SPRINGMARK	China	42	1669609
TEESPRING	China	40	44133660
FABRILY	European Union Intellectual Property	25, 35, 40, 45	13442793

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Mark	Jurisdiction	Class(es)	Official No.
FABRILY	European Union Intellectual Property	25, 35, 40, 45	13442793
FABRILY	European Union Intellectual Property	25, 35, 40, 45	13442793
FABRILY	European Union Intellectual Property	25, 35, 40, 45	13442793
MINT ON DEMAND	European Union Intellectual Property	35	1660779
9 MINT-ON-DEMAND	European Union Intellectual Property	35	18820691
SPRING FOR CREATORS	European Union Intellectual Property	35, 40, 42	1628076
SPRING FOR CREATORS	European Union Intellectual Property	35, 40, 42	1628076
SPRING FOR CREATORS	European Union Intellectual Property	35, 40, 42	1628076
9 SPRING	European Union Intellectual Property	40, 42	1628226
9 SPRING	European Union Intellectual Property	40, 42	1628226
9 SPRING	European Union Intellectual Property	35	1691981
9	European Union Intellectual Property	35	1605004

Mark	Jurisdiction	Class(es)	Official No.
SPRINGMARK	European Union Intellectual Property	42	1669609
TEESPRING	European Union Intellectual Property	42	13185228
MINT ON DEMAND	India	35	1660779
SPRING FOR CREATORS	India	35, 40, 42	1628076
SPRING FOR CREATORS	India	35, 40, 42	1628076
SPRING FOR CREATORS	India	35, 40, 42	1628076
SPRING	India	40, 42	1628226
SPRING	India	40, 42	1628226
SPRING	India	35	1691981
9	India	35	1605004
SPRINGMARK	India	42	1669609
TEESPRING	India	42	2950365

Mark	Jurisdiction	Class(es)	Official No.
9 SPRING	Indonesia	35	1691981
SPRINGMARK	Indonesia	42	1669609
TEESPRING	Indonesia	42	IDM000617296
9 SPRING	Thailand	35	1691981
SPRINGMARK	Thailand	42	1669609
TEESPRING	Thailand	42	171100470
FABRILY	United Kingdom	25, 35, 40, 45	UK00913442793
FABRILY	United Kingdom	25, 35, 40, 45	UK00913442793
FABRILY	United Kingdom	25, 35, 40, 45	UK00913442793
FABRILY	United Kingdom	25, 35, 40, 45	UK00913442793
MINT ON DEMAND	United Kingdom	35	1660779
≫ MINT-ON-DEMAND	United Kingdom	35	UK00003805573
SPRING FOR CREATORS	United Kingdom	35, 40, 42	1628076
SPRING FOR CREATORS	United Kingdom	35, 40, 42	1628076

Mark	Jurisdiction	Class(es)	Official No.
SPRING FOR CREATORS	United Kingdom	35, 40, 42	1628076
& SPRING	United Kingdom	40, 42	1628226
Ø SPRING	United Kingdom	40, 42	1628226
9 SPRING	United Kingdom	35	1691981
9	United Kingdom	35	1605004
SPRINGMARK	United Kingdom	42	1669609
TEESPRING	United Kingdom	42	UK00913185228
MINT ON DEMAND	United States of America	35	97/127474
SPRING FOR CREATORS	United States of America	40	6556909
SPRING FOR CREATORS	United States of America	42	6556910
SPRING FOR CREATORS	United States of America	35	90/342299
9 SPRING	United States of America	40	6556911

Mark	Jurisdiction	Class(es)	Official No.
Ø SPRING	United States of America	42	6556912
Ø SPRING	United States of America	35	97/327993
Ø	United States of America	35	6873480
SPRINGMARK	United States of America	42	97/166874
TEESPRING	United States of America	42	4349784
9 SPRING	Vietnam	35	1691981
SPRINGMARK	Vietnam	42	1669609
TEESPRING	Vietnam	42	286298
MINT ON DEMAND	WIPO	35	1660779
SPRING FOR CREATORS	WIPO	35, 40, 42	1628076
SPRING FOR CREATORS	WIPO	35, 40, 42	1628076
SPRING FOR CREATORS	WIPO	35, 40, 42	1628076

Mark	Jurisdiction	Class(es)	Official No.
9 SPRING	WIPO	40, 42	1628226
9 SPRING	WIPO	40, 42	1628226
9 SPRING	WIPO	35	1691981
9	WIPO	35	1605004
SPRINGMARK	WIPO	42	1669609