

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charles Leonard, Inc.		03/01/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Advantus, Corp.		
Street Address:	12276 San Jose Blvd., Bldg. 618		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32223		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5794140	CREATIVE ARTS	
Registration Number:	5707041	CREATIVE ARTS BY CLI CHARLES LEONARD IN	
Registration Number:	5659189	CHARLES LEONARD	
Registration Number:	5659187	CLI	
Registration Number:	2548619	CREATIVE ARTS	
Registration Number:	3854059	STRETCHEROOS	
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:	9044820100		
Email:	kjacobs@advantus.com		
Correspondent Name:	Kyle Jacobs		
Address Line 1:	12276 San Jose Blvd., Bldg. 618		
Address Line 4:	Jacksonville, FLORIDA 32223		
NAME OF SUBMITTER:	Kyle Jacobs		
SIGNATURE:	/s/ Kyle Jacobs		
DATE SIGNED:	04/06/2023		
Total Attachments: 5			

OP \$165.00 5794140

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MASTER ASSIGNMENT

This assignment ("Assignment") is made on March 1st, 2023 by Charles Leonard Inc., a New York corporation ("Assignor") to Advantus, Corp., a Florida corporation ("Assignee"). This is the Master Assignment referred to in the Asset Purchase Agreement (the "Purchase Agreement"), dated the date of this Agreement, by and among Assignor as "Seller" and Assignee as "Buyer" and the "Selling Owner" (as defined therein). Capitalized terms used but not defined herein shall have the meaning given such terms in the Purchase Agreement.

Trademarks

WHEREAS, Assignor is the sole owner of certain rights, title and interest in and to certain registered and/or unregistered trademarks, service marks or other marks, including without limitation the following (if particular mark is listed below):

Registered Marks as recorded or filed in the United States Patent and Trademark Office

- United States Trademark Registration No. 5794140 for 'CREATIVE ARTS'
- United States Trademark Registration No. 5707041 for 'CREATIVE ARTS BY CLI CHARLES LEONARD INC.'
- United States Trademark Registration No. 5659189 for 'CHARLES LEONARD'
- United States Trademark Registration No. 5659187 for 'CLP'
- United States Trademark Registration No. 2548619 for 'CREATIVE ARTS'
- United States Trademark Registration No. 3854059 for 'STRETCHEROOS'

Unregistered Marks and Related Rights, including without limitation brand names, (internet) domain names and common law rights as to the following:

[Note: For the following domain names, registrations may be held by Assignor or third parties on Assignor's behalf]

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(collectively all such trademarks and service marks and trademark related rights, title and interests, together with all of Assignor's other trademark and service mark related rights and properties (including applications), except for Excluded Assets, are called hereafter, the "Marks"); and

WHEREAS, Assignee desires to acquire all rights in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, all the Marks and Assignor's entire right, title, and interest in and to the Marks, together with the goodwill associated therewith, the right to recover for damages and profits and other remedies for past infringements of the Marks, and the right to prosecute this and any other applications or registrations of the Marks.

Assignor further agrees that, upon request and without further compensation, but at no expense to Assignor, Assignor and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable to vest Assignee's right, title, and interest in and to the Marks, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and internationally.

Assignor represents and warrants that Assignor has not granted and will not grant to others any rights inconsistent with the rights granted herein.

Copyrights

WHEREAS, Assignor is the sole owner of certain registered and/or unregistered copyrights and related rights, including without limitation the following (if any particular copyrights are listed below, and including any as may be recorded in the United States Copyright Office, if any)

- **United States Copyright Registration No.** [REDACTED]

(collectively all such copyrights and copyright related rights, title and interests, together with all of Assignor's other copyright and copyright related rights and properties (including applications), except for Excluded Assets, are called hereafter, "Copyrighted Works"); and

WHEREAS, Assignee desires to acquire all rights in and to the Copyrighted Works.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, all the Copyrighted Works and Assignor's entire right, title, and interest in and to the

Closing EX E ADV-CLI Master Assignment of IP v1final

Copyrighted Works. This includes the right to reproduce, republish, or reprint the Copyrighted Works in any format or media, the right to grant permission to reproduce, republish, or reprint the Copyrighted Works in any format or media, the right to recover for damages and profits and other remedies for past infringements of the Copyrighted Works, and the right to prosecute this and any other applications or registrations of the Copyrighted Works.

Assignor further agrees that, upon request and without further compensation, but at no expense to Assignor, he and his legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable to vest Assignee's right, title, and interest in and to the Copyrighted Works, and to enable such right, title, and interest to be recorded in the United States Copyright Office and any other appropriate governmental authority or agency of the United States and internationally.

Assignor hereby waives all moral rights associated with the Copyrighted Works.

Assignor represents and warrants that Assignor has not granted and will not grant to others any rights inconsistent with the rights granted herein.

If Assignee is unable, for any reason, to obtain the assistance of Assignor, Assignor hereby designates and appoints Assignee as Assignor's agent and attorney-in-fact, with full power of substitution in Assignor's name and stead, to act for and on behalf of Assignor to take any and all steps to vest or perfect rights in Assignee, protect such rights, or enforce any claim or right of any kind with respect those rights. The power of attorney granted under this section is a power coupled with an interest, and will be irrevocable until all Assignor's obligations are complete and performed in full.

The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Marks and the Copyrighted Works, are incorporated herein by reference. Assignor acknowledges, covenants and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern, including but not limited to Assignee's right to the remedies set forth therein, subject to any limitations on liability set forth therein.

* * *

Assignee hereby accepts this Assignment.

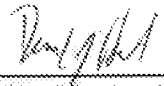
IN WITNESS WHEREOF, each party has caused this Assignment to be signed below individually, or if applicable, by a respective duly authorized officer as of the Closing Date.

ASSIGNOR:

ASSIGNEE:

CHARLES LEONARD INC.,
a New York corporation

ADVANTUS, CORP., a Florida
corporation

By: 

David Hirsch, President

By: _____
Kevin D. Carpenter, President

Assignee hereby accepts this Assignment.

IN WITNESS WHEREOF, each party has caused this Assignment to be signed below individually, or if applicable, by a respective duly authorized officer as of the Closing Date.


ASSIGNOR:

CHARLES LEONARD INC.,
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By: _____
David Hirsch, President

ASSIGNEE:

ADVANTUS, CORP., a Florida
corporation

By:  _____
Kevin D. Carpenter, President