ETAS ID: TM805853

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sentiments, LLC		04/05/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	The Kyjen Company, LLC		
Street Address:	7337 S Revere Parkway		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Limited Liability Company: COLORADO		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6394421	BEST FRIENDS BY SHERI
Registration Number:	5781063	BEST FRIENDS BY SHERI

CORRESPONDENCE DATA

Fax Number: 3034842472

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: 303-885-9906

Email: diane@patentpartnersllc.com

Correspondent Name: Diane van Os

Address Line 1: 8016 S Deer Creek Canyon rd Address Line 4: Morrison, COLORADO 80465

NAME OF SUBMITTER:	Diane van Os
SIGNATURE:	/Diane van Os/
DATE SIGNED:	04/25/2023

Total Attachments: 3

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> **TRADEMARK** REEL: 008052 FRAME: 0089

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MEMBERSHIP INTEREST ASSIGNMENT

Dated April 5, 2021

THIS MEMBERSHIP INTEREST ASSIGNMENT (this "<u>Assignment</u>") is made by SBJB Holdings, Inc., a Delaware corporation ("<u>Seller</u>"), in favor of The Kyjen Company, LLC (dba Outward Hound), a Colorado limited liability company ("<u>Buyer</u>").

WHEREAS, Seller owns 100% of the outstanding membership interests (the "<u>Transferred Interests</u>") of Sentiments, LLC, a California limited liability company (the "<u>Company</u>"); and

WHEREAS, Shohreh Samani Dadbin, Benjamin Dadbin, Seller, the Company and Buyer have on the date hereof entered into a certain Membership Interests Purchase Agreement (the "<u>Purchase Agreement</u>"), pursuant to which Seller has agreed to sell, transfer and convey to Buyer, and Buyer has agreed to purchase, accept, assume and receive, the Transferred Interests.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby agree as follows:

- 1. <u>Certain Definitions</u>. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.
- 2. <u>Assignment</u>. Effective as of the Effective Time, Seller hereby sells, assigns, transfers and conveys to Buyer, and Buyer hereby accepts, assumes and receives, all of Seller's rights, title and interests in and to the Transferred Interests, together with any associated capital account balance, free and clear of all Encumbrances (other than Encumbrances under applicable Securities Laws).
- 3. <u>Withdrawal</u>. Effective as of the Effective Time, Seller withdraws as a member of the Company.
- 4. <u>Further Assurances</u>. Seller, for itself and its successors and assigns, covenants that it will execute any such further assurances of the foregoing assignment as may be reasonably requested by Buyer.
- 5. <u>Electronic Signature</u>. This Assignment may be executed by electronic signature (including any electronic signature complying with the ESIGN Act of 2000, such as *www.docusign.com*) or delivered by electronic transmission, and when so executed or delivered shall have been duly and validly executed or delivered, and be valid and effective, for all purposes.
- 6. <u>Miscellaneous</u>. The provisions of Sections 7.3 (Interpretation), 7.4 (Headings), 8.1 (Entire Agreement) (subject to <u>Section 7</u>), 8.2 (Waivers and Amendments), 8.5 (Attorney's Fees), 8.6 (Notices), 8.11 (Severability), 8.12 (Governing Law; Venue), and 8.13 (Waiver of Jury Trial) shall apply *mutatis mutandis* to this Assignment and are so incorporated herein by reference with binding effect on Seller and Buyer in respect of this Agreement as if fully set forth herein.

7. <u>Conflicts with Purchase Agreement</u>. This Assignment shall, in every respect, be subject to and governed by the terms of the Purchase Agreement. To the extent this Assignment conflicts with the Purchase Agreement, the Purchase Agreement will control.

[Signature Page Follows]

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IN WITNESS WHEREOF, Seller has caused this Assignment to be executed as of the date first written above.

SBJB HQLDINGS

Shohreb

Shohreb Mani Dadbi

President and CEO