

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Propitious Jackson Inc. DBA Hygge & West		04/20/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Steelhead Acquisition DD, Inc.		
Street Address:	3739 Balboa St #1232		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6784322	HYGGE & WEST	
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:	415-983-1234		
Email:	sftrademarks@pillsburylaw.com		
Correspondent Name:	Sam E. Iverson		
Address Line 1:	P.O. Box 2824		
Address Line 2:	Calendar/Docketing Department		
Address Line 4:	San Francisco, CALIFORNIA 94126-2824		
NAME OF SUBMITTER:	Sam E. Iverson		
SIGNATURE:	/Sam E. Iverson/		
DATE SIGNED:	05/02/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the “Agreement”), effective as of April 20, 2023 (the “Effective Date”), is by and between Propitious Jackson Inc. d/b/a Hygge and West, a Minnesota corporation, with its address at 2400 Russell Ave. S, Minneapolis, MN 55405 (“Assignor”), and Steelhead Acquisition DD, Inc., a Delaware corporation, with its address at 3739 Balboa St #1232, San Francisco, CA 94121 (“Assignee”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated April 20, 2023 (the “Purchase Agreement”), pursuant to which, effective as of the Closing, Assignor has agreed to assign all of its right, title and interest in the Purchased Assets to Assignee, subject to the terms and conditions set forth therein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignment. Assignor hereby conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest worldwide in and to the trademarks, trade names, service marks and/or trade dress listed on **Schedule A** attached hereto, including any trademark applications and registrations, all common law trademark rights, all domain names, and the goodwill symbolized by and associated with the use of the same, together with all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement and receive all damages, payments and costs and fees associated therewith (collectively, the “Trademarks”).

Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, and agreements relating to the Purchased Assets are incorporated herein by reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, and agreements 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.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR

PROFITIOUS JACKSON INC. D/B/A
HYGGE AND WEST

By: Aimee Lagos

Name: Aimee Lagos

Title: CEO

ASSIGNEE

STEELHEAD ACQUISITION DD, INC.

By: _____

Name: Adam Brzeczek

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR

PROFITIOUS JACKSON INC. D/B/A
HYGGE AND WEST

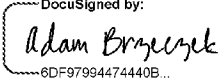
By: _____

Name: Aimee Lagos

Title: CEO

ASSIGNEE

STEELHEAD ACQUISITION DD, INC.

By:  _____
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Name: Adam Brzeczek

Title: Chief Executive Officer

Schedule A

Trademark Registrations

Country	Mark	Class	Registration No.	Registration Date
United States	HYGGE & WEST	20: <i>Throw Pillows</i> 24: <i>Shower curtains, curtains, bedding, namely duvet covers and pillow covers, cotton and linen fabric</i>	6784322	July 12, 2022
Canada	HYGGE & WEST	27: <i>Wallpaper, removeable wallpaper tiles</i> 35: <i>Online retail store services featuring consumer goods for lifestyle and home decor, including wallpaper, shower curtains, curtains, bedding, throw pillows and fabric.</i>	TMA1148605	Nov. 1, 2022