OP \$40.00 5656345

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM811188

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Queen Lilo LLC		05/03/2023	Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Name:	Amazon Technologies, Inc.	
Street Address:	dress: 410 Terry Ave. N.	
City:	Seattle	
State/Country:	WASHINGTON	
Postal Code:	98109	
Entity Type:	Corporation: NEVADA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5656345	7GOALS

CORRESPONDENCE DATA

Fax Number:

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: 212.484.3977

Email: TMdocket@arentfox.com
Correspondent Name: Michelle Mancino Marsh
Address Line 1: c/o ArentFox Schiff LLP

Address Line 2: 1301 Avenue of the Americas, 42nd Floor

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	035192.08533	
NAME OF SUBMITTER:	Megan Rzonca	
SIGNATURE:	/Megan Rzonca/	
DATE SIGNED:	05/17/2023	

Total Attachments: 2

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TRADEMARK REEL: 008077 FRAME: 0466

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is effective as of May <u>03</u>, 2023 (the "Effective Date"), by and between Queen Lilo LLC ("Assignor"), a limited liability company, having its address of 103 Foulk Road, Suite 202 Wilmington, Delaware, United States 19803, organized and existing under the laws of Delaware, and Amazon Technologies, Inc. ("Assignee"), a corporation, having its address of 410 Terry Ave. N. Seattle, Washington, United States 98109, organized and existing under the laws of Nevada.

WHEREAS, Assignor is the owner of the GOALS trademarks, service marks, and trade names (the "**Trademarks**"), including the applications and registrations listed on **Schedule A**, as well as the goodwill associated with, corresponding to, symbolized by, and embodied in the Trademarks; and

WHEREAS, Assignor wants to assign and Assignee wants to receive all Assignor's rights, title, and interest in and to the Trademarks, together with the portion of the business to which the Trademarks pertain and any goodwill associated with the Trademarks;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby assigns to Assignee all of Assignor's rights, title, and interest in and to the Trademarks and any goodwill associated with the Trademarks. This Assignment includes without limitation: all applications and registrations for the Trademarks; all common law rights for the Trademarks; all related priority rights or claims based on international conventions; all rights to proceeds of the Trademarks, including income, royalties, damages, profits, and payments now or hereafter payable; and the right to take action against third parties for past, present, or future infringement of the Trademarks.
- 2. Assignor shall execute and deliver any other documents that are necessary and appropriate to effect the terms of this Assignment and establish Assignee's rights in the Trademarks.
- 3. This Assignment binds and inures to the benefit of the respective successors and assigns of Assignor and Assignee.

The undersigned have duly executed this Assignment as of the Effective Date.

ASSIGNUK:			
Queen Lilo LLC			
DocuSigned by:			
By: Ben Hancock			
A3B6A5C4B478458			
Name: Ben Hancock			

ACCICATOR

Name: Ben Hancock
Title: President

ASSIGNEE:

Amazon Technologies, Inc.

By: Midsal kelly
Name: Michael Kelly

Title: Vice President

Schedule A:

No.	Jurisdiction	Trademark	Application No.	Registration No.	Class
1.	United States	GOALS	App. No. 87248515	Reg. No. 5656345	25
2.	Canada	,©OALS	App. No. 1831989	Reg. No. TMA1073167	18, 25
3.	Mexico	(GOALS	App. No. 1877064	N/A – pending	25
4.	Mexico	€OALS	App. No. 1877063	Reg. No. 1775699	18
5.	Brazil	€OALS	App. No. 912627247	Reg. No. 912627247	25
6.	Brazil	G OALS	App. No. 912627220	Reg. No. 912627220	18
7.	United Kingdom	GOALS	App. No. 3224429	Reg. No. 3224429	18, 25
8.	United Kingdom	©OALS	App. No. UK00916587651	Reg. No. UK00916587651	18, 25
9.	European Union	€OALS	App. No. 16587651	Reg. No. 16587651	18, 25
10.	Japan	©OALS	App. No. 2017050019	Reg. No. 5961193	18, 25
11.	Australia	ĢOALS	App. No. 1837602	Reg. No. 1837602	18, 25

ASSIGNOR:

Queen Lilo LLC

DocuSigned by: Ben Hancock

----- A3B6A5C4B478458... Name: Ben Hancock

Title: ____President__

ASSIGNEE:

Amazon Technologies, Inc.

~DocuSigned by: By: Michael Kelly
Name: Michael Kelly

Title: ____Vice President

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