

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merchant Factors Corp.		05/08/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Waimate B LLC		
Street Address:	608 W Monroe St, Suite D		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5962936	SOLUDOS	
Registration Number:	5957242	SOLUDOS	
Registration Number:	6157188	SOLUDOS	
Registration Number:	5401889	SOLUDOS	
Registration Number:	4104509	SOLUDOS	
Registration Number:	3891466	SOLUDOS	
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:	5122030114		
Email:	docketing@alisonfrey.com		
Correspondent Name:	Alison D. Frey		
Address Line 1:	1600 Gaston Ave.		
Address Line 4:	Austin, TEXAS 78703		
NAME OF SUBMITTER:	Alison D. Frey		
SIGNATURE:	/Alison D. Frey/		
DATE SIGNED:	07/20/2023		
Total Attachments:	4		

OP \$165.00 5962936

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**SECURED PARTY GENERAL CONVEYANCE
AND BILL OF SALE**

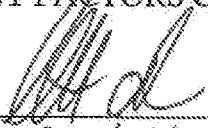
KNOW ALL MEN BY THESE PRESENTS that pursuant to and in exercise of its rights as a secured party under that certain Discount Factoring Agreement dated as of December 1, 2013 between Soludos LLC (the "Debtor") and Secured Party (the "Factoring Agreement"), and Article 9 of the Uniform Commercial Code as enacted in the State of New York (the "UCC"), for and in consideration of \$2,150,000.00 in immediately available funds, without counterclaim, deduction, offset, recoupment or any other charge or reduction whatsoever, Merchant Factors Corp. ("Grantor") hereby grants, assigns, transfers, conveys and sets over to Waimate B LLC ("Grantee"), all of Debtor's rights in and to the assets listed on Exhibit A to this Secured Party General Conveyance and Bill of Sale (the "Bill of Sale") (the "Conveyed Property") as set forth in UCC Section 9-617, without recourse, to have and to hold the same unto Grantee, its successors and assigns.

1. Grantee acknowledges by its acceptance of this Bill of Sale that Grantee is accepting from Grantor all of Debtor's rights in and to the Conveyed Property "as is" and "where is" and without any implied or expressed representation, warranty or covenant, including without limitation any warranty (a) as to the merchantability, fitness or adequacy for any purpose or use, condition, design, quality, productiveness, capacity, or compliance with the requirements of any laws, rules, specifications or contracts pertaining thereto, of any or all of the Conveyed Property, and/or (b) relating to title, possession, quiet enjoyment, or the like in the disposition of any or all of the Conveyed Property pursuant to this Bill of Sale (the "Disposition").
2. Grantee, by accepting this Bill of Sale, agrees to comply with all federal, state and local laws and regulations having force of law which apply to Grantee's removal of and use of the Conveyed Property sold under this Bill of Sale, and agrees to pay, or provide for payment of, any sales, use, personal property, transfer or other taxes incident to the Disposition.
3. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Any signature delivered by a party by any electronic method of transmission shall be deemed to be an original signature hereto.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be duly executed as of the 8th day of May, 2023

MERCHANT FACTORS CORP., Grantor

By: 
Name: Scott Adler
Title: S.E.V.P

ACCEPTED AND AGREED TO:

Waimate B LLC, Grantee

By: _____
Name:
Title:

[Exhibits follow]


IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be duly executed as of the 8th day of May, 2023

MERCHANT FACTORS CORP., Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED TO:

Waimate B LLC, Grantee

By: 
Name: HENRY SMALL
Title: MANAGER

[Exhibits follow]

**Exhibit A:
Conveyed Property**

- i. Inventory (as defined in the Factoring Agreement), which solely for purposes of general description is comprised of women's and men's sneakers and other footwear, as set forth on the attached Schedule as of March 24, 2023;
- ii. Equipment (as defined in the Factoring Agreement);
- iii. Intangibles (as defined in the Factoring Agreement), which solely for purposes of general description includes without limitation (a) domain name registrations and URL addresses "soludos.com" and any other domain name registrations and URL addresses used by Debtor for the sale of goods to third parties, and the websites and website contents associated with such registrations and URL addresses, and (b) standard character mark "Soludos" as registered with the United States Patent and Trademark Office, serial no. 77980672, registration no. 3891466, filing date 02/26/2010, registration date 12/14/2020, and all right, title and interest therein and thereto, and all registrations, applications and recordings thereof, including without limitation applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any foreign country, together with the goodwill of the business symbolized thereby;
- iv. Books and Records (as defined in the Factoring Agreement), other than Books and Records relating to Receivables and Accounts (as defined in the Factoring Agreement).
- v. Notwithstanding anything to the contrary set forth in the foregoing, "Conveyed Property" and "Intangibles" shall not include, and the Bill of Sale shall not convey to Grantee any of the Debtor's rights in and to, the following (all such terms as defined in the UCC, to the extent defined therein): accounts; cash and cash equivalents; commercial tort claims; bank accounts and deposit accounts; advances, credits, deposits, prepayments, refunds, rights to recover overpayments, and similar assets; insurance policies, including without limitation D&O insurance policies, and rights and benefits thereunder; investment property; letters of credit and letter-of-credit rights; leasehold interests including those arising under subleases, real property leases and subleases, and rights to payment arising thereunder; money; payment intangibles; securities accounts and securities entitlements; rights, claims, causes of action, and interests under or related to the Factoring Agreement and/or against Grantor; tax refunds and tax refund claims.