

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
All33, Inc.		05/23/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	All33 LLC		
Street Address:	1024 Bayside Drive #205		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5428622	SIT IN MOTION	
Registration Number:	5973946	ATHLETIC SITTING	
Registration Number:	5945872	ALL33	
Registration Number:	5945873	ALL33	
Serial Number:	88851096	BACKSTRONG	
Registration Number:	6302902	SOOTHE & MOVE	
Serial Number:	90181976	IF YOU GOTTA SIT, THIS IS IT.	
Registration Number:	6769133	FREEDOM THROUGH MOVEMENT	
Serial Number:	90877366	AXION	
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:	732-476-9043		
Email:	Mehak@legalscale.com		
Correspondent Name:	Mehak Rashid		
Address Line 1:	2 Park Avenue		
Address Line 2:	Legal Scale LLP		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	2118094		

OP \$240.00 5428622

NAME OF SUBMITTER:	Dominique Powell
SIGNATURE:	/Dominique Powell/
DATE SIGNED:	09/12/2023
Total Attachments: 6 source=All33 - Trademark Assignment Agreement (All33 Inc to All33 LLC) (May 23 2023)#page1.tif source=All33 - Trademark Assignment Agreement (All33 Inc to All33 LLC) (May 23 2023)#page2.tif source=All33 - Trademark Assignment Agreement (All33 Inc to All33 LLC) (May 23 2023)#page3.tif source=All33 - Trademark Assignment Agreement (All33 Inc to All33 LLC) (May 23 2023)#page4.tif source=All33 - Trademark Assignment Agreement (All33 Inc to All33 LLC) (May 23 2023)#page5.tif source=All33 - Trademark Assignment Agreement (All33 Inc to All33 LLC) (May 23 2023)#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of May 23, 2023, is made by All33, Inc. (“**Assignor**”), a Delaware corporation, in favor of All33 LLC (“**Assignee**”), a Delaware limited liability company, the assignee of certain assets of Assignor pursuant to the Contribution Agreement, dated as of May 23, 2023 (the “**Contribution Agreement**”), made by and between Assignor and Assignee.

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as

may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

ALL33, INC.



By: _____

Name: William Libby

Title: Authorized Signatory

Address for Notices:

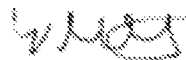
269 C South Main Street

Providence, RI 02903

billy@upper90.io

ASSIGNEE:

ALL33 LLC



By: _____

Name: William Libby

Title: Authorized Signatory

Address for Notices:

269 C South Main Street

Providence, RI 02903

billy@upper90.io

SCHEDULE 1**Trademarks**

Country	Mark	Type of Mark	Official No.	App. No.	App. Date	Reg. No.	Reg. Date
United States	SIT IN MOTION		5428622	86/177153	1/28/2014	5428622	3/20/2018
United States	ATHLETIC SITTING		5973946	88/228594	12/13/2018	5973946	1/28/2020
United States	ALL33	Word Mark	5945872	88/228628	12/13/2018	5945872	12/24/2019
United States	ALL33 (stylized)	Stylized (Stylised)	5945873	88/228658	12/13/2018	5945873	12/24/2019
Australia	ALL33	Word Mark	1446781	1986310	12/27/2018	1446781	8/16/2019
China	ALL33	Word Mark	1446781	1446781	12/27/2018		
European Union	ALL33	Word Mark	1446781	1446781	12/27/2018	1446781	12/27/2018
United Kingdom	ALL33	Word Mark	1446781		12/27/2018	1446781	12/27/2018
United Kingdom	ALL33	Word Mark	UK00801446781	UK00801446781	12/27/2018	UK00801446781	12/27/2018
Japan	ALL33	Word Mark	1446781	1446781	12/27/2018	1446781	4/2/2021
Republic of Korea	ALL33	Word Mark	1446781	1446781	12/27/2018	1446781	5/13/2020
Madrid Protocol (TM)	ALL33	Word Mark	1446781		12/27/2018	1446781	12/27/2018
Australia	ALL33 (stylized)	Word & Device	1449045		12/31/2018	1449045	8/23/2019
China	ALL33 (stylized)	Stylized (Stylised)	1449045	1449045	12/31/2018		
European Union	ALL33 (stylized)		1449045	1449045	12/31/2018	1449045	12/31/2018
United Kingdom	ALL33 (stylized)		1449045	1449045	12/31/2018	1449045	12/31/2018
United Kingdom	ALL33 (stylized)		UK00801449045	UK00801449045	12/31/2018	UK00801449045	12/31/2018
Madrid Protocol (TM)	ALL33 (stylized)	Stylized (Stylised)	1449045	1449045	12/31/2018	1449045	12/31/2018
Japan	ALL33 (stylized)	Stylized (Stylised)	1449045	1449045	12/31/2018	1449045	4/2/2021
Republic of Korea	ALL33 (stylized)		1449045	1449045	12/31/2018	1449045	5/13/2020
Canada	ALL33	Word Mark	1938557	1938557	12/31/2018		
Canada	ALL33 (stylized)		1938561	1938561	12/31/2018		
United States	BACKSTRO NG	Word Mark	88/851096	88/851096	3/27/2020		

Country	Mark	Type of Mark	Official No.	App. No.	App. Date	Reg. No.	Reg. Date
Australia	BACKSTRO NG & B Logo Design (color)	Logo	1854818	1854818	6/27/2017	1854818	1/24/2018
Japan	BACKSTRO NG & B Logo Design (color)	Logo	5999629	2017-074207	6/2/2017	5999629	11/24/2017
Republic of Korea	BACKSTRO NG & B Logo Design (color)	Word & Device	40- 1334679	40-2017- 0080052	6/28/2017	40- 1334679	2/26/2018
China	BACKSTRO NG	Word Mark	46014587	46014587	5/6/2020		
United States	SOOTHE & MOVE	Word Mark	6302902	90/016820	6/23/2020	6302902	3/23/2021
United States	IF YOU GOTTA SIT, THIS IS IT.	Word Mark	90/181976	90/181976	9/15/2020		
United States	FREEDOM THROUGH MOVEMEN T	Word Mark	6769133	90/373160	12/10/2020	6769133	6/21/2022
Madrid Protocol (TM)	FREEDOM THROUGH MOVEMEN T	Word Mark	1580589	1580589	1/29/2021	1580589	1/29/2021
China	FREEDOM THROUGH MOVEMEN T	Word Mark	1580589	1580589	1/29/2021	1580589	7/1/2021
Madrid Protocol (TM)	IF YOU GOTTA SIT, THIS IS IT.	Word Mark	1580574	1580574	1/29/2021	1580574	1/29/2021
China	IF YOU GOTTA SIT, THIS IS IT.	Word Mark	1580574	1580574	1/29/2021		
United States	AXION (Model C1)	Standard Characters	90/877366	90/877366	8/11/2021		
Madrid Protocol (TM)	AXION	Word Mark	1650404	1650404	1/31/2022	1650404	1/31/2022
Australia	AXION	Word Mark	1650404	1650404	1/31/2022		
Canada	AXION	Word Mark	2173337	2173337	1/31/2022		
China	AXION	Word Mark	1650404	1650404	1/31/2022		
European Union	AXION	Word Mark	1650404	1650404	1/31/2022		
Japan	AXION	Word Mark	1650404	1650404	1/31/2022		
Republic of Korea	AXION	Word Mark	1650404	1650404	1/31/2022		
Singapore	AXION	Word Mark	1650404	1650404	1/31/2022		
Hong Kong	AXION	Word Mark	30587402 1	305874021	2/4/2022	30587402 1	6/13/2022

Country	Mark	Type of Mark	Official No.	App. No.	App. Date	Reg. No.	Reg. Date
Singapore	AXION	Class-20 Furniture; office furniture; ergonomic furniture; chairs; ergonomic chairs; office chairs		40202206143S	1/31/2022		
United States	ALL33 (Stylized)	Stylized (Stylised)					
Canada	BACKSTRO NG	Word Mark					
European Union	BACKSTRO NG	Word Mark					
Canada	BACKSTRO NG & B Logo Design (B&W)	Design	1844550	1844550			
United States	GRUVE (Model C3)						
United States	LUXON (Model C4)						
United States	QoL & QoL+ (Model Gaming)						
United States	SIRISA (Model Contract)						