

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM855445

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zecals, Inc.		06/01/2023	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Holmes Stamp Company		
<b>Doing Business As:</b>	DBA HC Brands		
<b>Street Address:</b>	2021 St. Augustine Road East		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32207		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4002840	STICKY LIFE	
<b>Registration Number:</b>	5473284	STICKYLIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9043399504		
<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>			
<b>Phone:</b>	9045675311		
<b>Email:</b>	support@advoslegal.com		
<b>Correspondent Name:</b>	Gwen Hutcheson Griggs		
<b>Address Line 1:</b>	5000 Sawgrass Village Circle		
<b>Address Line 2:</b>	7		
<b>Address Line 4:</b>	Ponte Vedra Beach, FLORIDA 32082		
<b>NAME OF SUBMITTER:</b>	Gwen Hutcheson Griggs		
<b>SIGNATURE:</b>	/Gwen Hutcheson Griggs/		
<b>DATE SIGNED:</b>	11/22/2023		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), effective as of June 1, 2023, is made by Zecals, Inc. ("**Seller**"), a North Carolina corporation, located at the address affixed to the signature page, in favor of Holmes Stamp Company, dba HC Brands ("**Buyer**"), a Florida corporation, located at 2021 St. Augustine Road East, Jacksonville, Florida 32207, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer, Seller and Gary Mac Herring, individually, dated as of June 1, 2023 (the "**Asset Purchase Agreement**").

**WHEREAS**, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP 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, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):
  - A. the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
  - B. all common law copyrights in any and all marketing and advertising materials, websites, work flows, business processes, and all tangible and intangible records, documents, art, of any kind (the "**Copyrights**");
  - C. the domains set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Domains**");
  - D. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - E. 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
  - F. 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. Seller 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 IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned

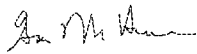
IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
5. Successors and Assigns. This IP 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 IP 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 IP 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 Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ZECALS, INC.

By: 

Name:

Title:

Address for Notices:


PO Box 10

Newton Grove, NC 28366

ATTN: Gary Mac Herring

AGREED TO AND ACCEPTED:

HOLMES STAMP COMPANY, dba HC Brands

By: 

Name: Jim Gruhn

Title: President

Address for Notices:

2021 St. Augustine Road East

Jacksonville, FL 32207

ATTN: Jim Gruhn

**SCHEDULE 1**  
**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**  
**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Sticky Life	United States	4002840	July 26, 2011
StickyLife	United States	5473284	May 22, 2018

**SCHEDULE 2**  
**DOMAIN NAMES**  
**Domain Registrations**

<b>Domain</b>	<b>Registrar</b>	<b>Registry Domain ID</b>	<b>Registration Date</b>
www.StickyLife.com	GoDaddy.com, LLC	1512464172_Domain_ COM-VRSN	August 6 <sup>th</sup> , 2008