

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
cLabs Inc.		09/01/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Mento Labs Inc.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97438001	MENTO	
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:	412-504-8145		
Email:	trademarks@step toe-johnson.com		
Correspondent Name:	Shane Rumbaugh		
Address Line 1:	One PPG Place, Suite 3300		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
NAME OF SUBMITTER:	Nick Raffaele, Steptoe & Johnson PLLC		
SIGNATURE:	/Nicholas Raffaele/		
DATE SIGNED:	01/11/2024		
Total Attachments: 9			
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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT is effective as of September 1, 2022, by and between **cLabs Inc.**, a Delaware corporation, (“**Assignor**”), and **Mento Labs Inc.**, a Delaware corporation, (“**Assignee**,” and together with Assignor, the “**Parties**”, and each, a “**Party**”).

WHEREAS, pursuant to the terms of that certain Series Prime Preferred Stock Purchase Agreement by and between Assignee and cLabs, dated as of September 1, 2022 (the “**Purchase Agreement**”), and under the terms of that certain Intellectual Property Agreement among the Parties and those other certain parties thereto, dated as of September 1, 2022 (the “**IP Agreement**”), Assignor has conveyed, transferred, and assigned to Assignee certain intellectual property rights;

WHEREAS, Assignor has adopted and used the MENTO trademark and is also the record owner of national, regional and/or international applications for the MENTO trademark;

WHEREAS, Assignee is the successor-in-interest to the portion of the business of Assignor associated with the MENTO trademark, which is ongoing and existing; and

WHEREAS, Assignor and Assignee entered into a Trademark Assignment Agreement dated September 1, 2022 (attached as Exhibit A) (the “**Original Assignment**”); and

WHEREAS, the Parties wish to amend and clarify the Original Assignment.

NOW THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which were perviously acknowledged, Assignor irrevocably conveyed, transferred, and assigned to Assignee, and Assignee accepted, 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, as well as the portion of the business associated with the Assigned Trademarks, which is ongoing and existing 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 Confirmatory 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement and IP Agreement. The Parties acknowledge and agree that this Confirmatory Trademark Assignment is entered into pursuant to the Purchase Agreement and the IP Agreement, to which reference is made for a further statement of the rights and obligations of the Parties with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement and the IP 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 or the IP Agreement and the terms hereof, the terms of the Purchase Agreement or the IP Agreement (as applicable) shall govern.

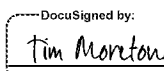
4. Counterparts. This Confirmatory Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Confirmatory Trademark Assignment delivered by facsimile, e-mail, or other means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

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

6. Governing Law. This Confirmatory 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 Confirmatory 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, each Party has duly executed and delivered this Confirmatory Trademark Assignment as of the Effective Date.

CLABS INC.

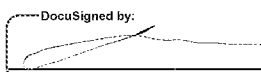
By:  _____
DocuSigned by:
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Name: Tim Moreton

Title: CEO

AGREED TO AND ACCEPTED:

MENTO LABS INC.

By:  _____
DocuSigned by:
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Name: Max Jahn

Title: President and Chief Executive Officer

SCHEDULE 1

Mark	Jurisdiction	App. No. / Reg. No.	Classes
MENTO	United States	USPTO App. No. 97438001	36, 42
MENTO	European Union	EUTM Reg. No. 18803131	42

EXHIBIT A

Original Assignment

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of September 1, 2022 (the “**Effective Date**”) is made by and among **cLabs Inc.**, a Delaware corporation (“**Assignor**”) and **Mento Labs Inc.**, a Delaware corporation (“**Assignee**”, and together with Assignor, the “**Parties**”, and each, a “**Party**”).

WHEREAS, pursuant to the terms of that certain Series Prime Preferred Stock Purchase Agreement by and between Assignee and cLabs, dated as of September 1, 2022 (the “**Purchase Agreement**”), and under the terms of that certain Intellectual Property Agreement among the Parties and those other certain parties thereto, dated as of September 1, 2022 (the “**IP Agreement**”), Assignor has conveyed, transferred, and assigned to Assignee certain intellectual property rights, 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 I** 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement and IP Agreement. The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement and the IP Agreement, to which reference is made for a further statement of the rights and obligations of the Parties with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement and the IP 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 or the IP Agreement and the terms hereof, the terms of the Purchase Agreement or the IP Agreement (as applicable) 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, 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party has duly executed and delivered this Trademark Assignment as of the Effective Date.

CLABS INC.

By: Tim Moreton
Name: Tim Moreton
Title: Tim Moreton

AGREED TO AND ACCEPTED:

MENTO LABS INC.

By: Max Jahn
Name: Max Jahn
Title: President and Chief Executive Officer

SCHEDULE 1

Assigned Trademarks

Trademark Application

Mark	Owner	Jurisdiction	Status	Serial No.	Filing Date
MENTO	cLabs, Inc.	U.S.	Pending	97438001	June 1, 2022