

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871196

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900815567

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
180S, LLC		06/22/2023	Limited Liability Company:
180S, INC.		06/22/2023	Corporation:

RECEIVING PARTY DATA

Name:	180S USA LLC
Street Address:	2021 ARCH STREET
Internal Address:	2nd floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Limited Liability Company: NEW YORK
Name:	180S IP HOLDINGS LLC
Street Address:	2021 Arch Street
Internal Address:	2nd floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2976392	180S
Registration Number:	2979169	180S
Registration Number:	4038855	180S
Registration Number:	4238409	180S
Registration Number:	4238414	180°S
Registration Number:	4042419	180S
Registration Number:	3213934	180S
Registration Number:	4463894	ALLTOUCH
Registration Number:	3923418	DEGREES BY 180S

Property Type	Number	Word Mark
Registration Number:	3759285	DEGREES BY 180S
Registration Number:	3238011	EXOLITE
Registration Number:	2978041	FROM THE BLUE
Registration Number:	2978056	G
Registration Number:	2983766	GORGONZ
Registration Number:	4443427	
Registration Number:	3659327	
Registration Number:	3089225	

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.

Email: efilings@ogcsolutions.com

Correspondent Name: Anthony Davis

Address Line 1: 1 Gatehall Drive

Address Line 2: SUITE 100

Address Line 4: Parsippany, NEW JERSEY 07054

NAME OF SUBMITTER:	Honeah Mangione
SIGNATURE:	/honeah sohail mangione/
DATE SIGNED:	01/25/2024

Total Attachments: 20

- source=180s IP Assignment Agreement Signed_Dated#page1.tif
- source=180s IP Assignment Agreement Signed_Dated#page2.tif
- source=180s IP Assignment Agreement Signed_Dated#page3.tif
- source=180s IP Assignment Agreement Signed_Dated#page4.tif
- source=180s IP Assignment Agreement Signed_Dated#page5.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“IP Assignment”), dated as of the 22 of June 2023, is made and entered into by and among 180s USA LLC, a New York limited liability company, and 180s IP Holdings LLC, a New York limited liability company (collectively the “Purchasers”) and 180s, LLC, and 180s, Inc. (collectively the “Company,” or “Seller”) of certain assets of Seller pursuant to a certain Asset Purchase Agreement, dated as of the date hereof, by and among Purchasers and Seller (the “Asset Purchase Agreement”). Purchasers and Seller are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchasers, among other assets, all of the Intellectual Property of Seller as defined in the Asset Purchase Agreement, and Seller has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office as well as all corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees 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 Purchasers, and Purchasers hereby accept, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications, if any, set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications, if any, set forth on **Schedule 2** 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;

(c) the copyright registrations, and applications for registration, if any, set forth on **Schedule 3** hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) any and all right, title and interest in and to the Seller’s domain names and all registrations thereof (the “**Domain Names**”);

(e) all rights of any kind, including but not limited to all common law rights, 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;

(f) 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

(g) 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 Patents and 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 Purchasers. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchasers 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 IP to Purchasers, or any assignee or successor thereto.

3. Domain Name Transfer. At the Closing, Seller shall: (i) unlock the Domain Names; (ii) provide Purchasers with the authorization codes for the Domain Names; (iii) approve all transfer requests for the Domain Names; and (iv) execute or otherwise complete any other procedures reasonably required by the Registrar, Seller's preferred registrar, or other relevant authority to transfer the Domain Names to Purchasers on an expedited basis.

4. 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 Purchasers 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.

5. 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.

6. 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.

7. 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 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]

AGREED TO AND ACCEPTED:

PURCHASERS

180s USA, LLC and 180s IP Holdings, LLC

By:

Name: Stephen Israel

Title: Sole and Managing Member

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 23rd day of June 2023, before me personally appeared Stephen Israel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Sole and Managing Member of 180s USA, LLC and 180s IP Holdings, LLC, the Purchasers described herein, and acknowledged the instrument to be duly authorized by and the free act and deed of Purchasers for the uses and purposes mentioned in the instrument.

My Commission Expires:

10/9/2023

Mg
Notary Public
Printed Name:

Moche Ozleroy
Notary Public State of New York
No. 01025175247
Qualified in Kings County
Comm. Exp. 10/9/2023

Mg

SCHEDULE 1**ASSIGNED PATENTS AND PATENT APPLICATIONS**

Title	Jurisdiction	Patent Number	Date of Patent:
“EAR WARMER WITH A SUBSTANTIALLY CONTINUOUS SURFACE”	United States	10,111,781	10/30/18
“EAR WARMER WITH FABRIC MEMBER”	United States	9,259,355	2/16/16
“EAR PROTECTIVE DEVICE”	United States	9,241,517	1/26/16
“EAR WARMER HAVING A CURVED EAR PORTION”	United States	9,132,038	9/15/15
“EAR WARMER WITH FABRIC MEMBER”	United States	9,066,829	6/30/15
“HAND COVERING WITH TACTILITY FEATURES”	United States	9,003,567	4/14/15
“EAR WARMER WITH A SPEAKER SYSTEM”	United States	8,861,768	10/14/14
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	United States	8,713,714	5/6/14
“EAR PROTECTION DEVICE”	United States	8,443,466	5/21/13
“EAR WARMER WITH ADJUSTABILITY”	United States	8,438,666	5/14/13
“HAND COVERING WITH CONDUCTIVE PORTION”	United States	8,336,119	12/25/12
“EAR WARMER WITH A SPEAKER SYSTEM”	United States	8,325,961	12/4/12
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	United States	7,996,923	8/16/11
“EAR WARMER HAVING A CURVED EAR PORTION”	United States	7,962,970	6/21/11
“HAND COVERING WITH A HOOD AND A MOVEMENT MECHANISM”	United States	7,721,353	5/25/10
“EAR WARMER HAVING AN EXTERNAL FRAME”	United States	7,650,649	1/26/10

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	United States	7,617,543	11/17/09
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	United States	7,614,091	11/10/09
“GARMENT WITH A VENTING STRUCTURE AND METHOD OF USING THE SAME”	United States	7,412,728	8/19/08
“EAR WARMER HAVING AN EXTERNAL FRAME”	United States	D545,001	6/19/07 “Term: 14 years”
“EAR WARMER HAVING A MEMBRANE FORMING A RECEPTACLE”	United States	7,222,373	5/29/07
“EAR PROTECTION DEVICE”	United States	7,210,173	5/1/07
“EAR WARMER WITH A SPEAKER SYSTEM”	United States	7,212,645	5/1/07
“EAR WARMER HAVING AN EXTERNAL FRAME”	United States	D541,482	4/24/07 “Term: 14 years”
“HAND COVERING”	United States	7,103,918	9/12/06
“HAND COVERING”	United States	7,103,919	9/12/06
“EYEGLASSES FRAME WITH ROTATABLE TEMPLES”	United States	7,070,273	7/4/06
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	United States	6,978,483	12/27/05
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	United States	6,920,645	7/26/05
“EAR PROTECTION DEVICE”	United States	6,880,174	4/19/05
“EYEGLASSES FRAME WITH ROTATABLE TEMPLES”	United States	6,827,710	11/16/04
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	United States	6,735,784	5/18/04

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

“EYEGASSES FRAME WITH FRONT-FOLDING CROSSING TEMPLES”	United States	D473,584 “Term: 14 years”	4/22/03
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	United States	6,502,248	1/7/03
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER HAVING INTERIOR SEAMS”	United States	6,502,247	1/7/03
“EAR PROTECTION DEVICE”	United States	6,499,146	12/31/02
“EYEGASSES FRAME WITH FRONT-FOLDING PARALLEL TEMPLES”	United States	D461,836 “Term: 14 years”	8/20/02
“EYEGASSES FRAME WITH FRONT-FOLDING OVERLAPPING TEMPLES”	United States	D461,488 “Term: 14 years”	8/13/02
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER HAVING INTERIOR SEAMS”	United States	6,332,223	12/25/01

“HAND COVERING WITH A HOOD AND A MOVEMENT MECHANISM”	Canada	2559980	“Deemed Expired” 8/31/20
“HAND COVERING WITH CONDUCTIVE PORTION”	Canada	2764205	“Dead”
“EAR PROTECTION DEVICE”	Canada	2551195	“Expired”
“EAR WARMER HAVING A MEMBRANE FORMING A RECEPTACLE”	Canada	2535441	“Dead”
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	Canada	2604254	“Deemed Expired” 8/31/20
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	Canada	2793132	“Dead”
“HAND COVERING WITH AIR DISTRIBUTION DEVICE”	Canada	2884064	“Dead”

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

“EAR WARMER”	Canada	2880514	“Dead”
“HAND COVERING WITH AIR DISTRIBUTION DEVICE”	Canada	2481954	“Deemed Expired” 2/5/21
“EAR PROTECTION DEVICE”	Canada	2178014	“Expired”
“EAR PROTECTION DEVICE”	Canada	2858544	“Expired”
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	Canada	2404674	“Deemed Expired” 8/31/20
“EAR WARMER HAVING A CURVED EAR PORTION”	Canada	2805540	“Dead”
“EAR WARMER HAVING A CURVED EAR PORTION”	Canada	2535445	“Deemed Expired” 8/11/21
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	Canada	2474536	“Deemed Expired” 1/28/21
“EAR WARMER”	Canada	2880521	“Dead”
“EAR WARMER WITH A SPEAKER SYSTEM”	Canada	2768889	“Deemed Expired” 8/11/21
“EAR WARMER WITH A SPEAKER SYSTEM”	Canada	2535433	“Deemed Expired” 8/11/21
“EYEGLASSES FRAME WITH ROTATABLE TEMPLES”	Canada	2458647	“Dead”
“EAR PROTECTION DEVICE”	Canada	2431659	“Expired”

“EAR WARMER HAVING AN EXTERNAL FRAME”	Japan	2004-3629	2/12/04
“EAR WARMER HAVING AN EXTERNAL FRAME”	Japan	2004-008938	3/24/04
“FRAME FOR AN EAR WARMER”	Japan	2004-33890	3/24/04
“EAR WARMER WITH A SPEAKER SYSTEM”	Japan	2006-523287	8/11/04
“EAR WARMER HAVING FORCE-DISTRIBUTING EAR FRAME PORTION”	EUIPO	000147897-0001	2/12/04
“EAR WARMER HAVING A CURVED EAR PORTION”	European Patent Office	04780594.0	8/11/04

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

“EAR WARMER WITH A SPEAKER SYSTEM”	European Patent Office	04801908.7	8/11/04
“EAR WARMER WITH A SPEAKER SYSTEM”	European Patent Office	13169329.3	5/27/13
“EAR WARMER WITH A SPEAKER SYSTEM”	Switzerland	04801908.7	8/11/04
“EAR WARMER WITH A SPEAKER SYSTEM”	Germany	04801908.7	8/11/04
“EAR WARMER WITH A SPEAKER SYSTEM”	France	04801908.7	8/11/04
“EAR WARMER WITH A SPEAKER SYSTEM”	Germany	13169329.3	5/27/13
“EAR WARMER WITH A SPEAKER SYSTEM”	Netherlands	13169329.3	5/27/13
“EAR WARMER HAVING A CURVED EAR PORTION”	France	04780594.0	8/11/04
“EAR WARMER HAVING A CURVED EAR PORTION”	Germany	13185835.9	8/11/04
“EAR WARMER HAVING A CURVED EAR PORTION”	France	13185835.9	8/11/04
“EAR WARMER HAVING A CURVED EAR PORTION”	United Kingdom	13185835.9	8/11/04
“EAR WARMER HAVING FORCE-DISTRIBUTING EAR FRAME PORTION”	United Kingdom	000147897-0001	2/12/04

“EAR PROTECTION DEVICE”	United States	“08/460,587”	6/2/95	--
“EAR PROTECTION DEVICE”	Japan	H09-178524	7/3/97	3356967
“EAR WARMER FRAME”	Japan	2002-43705	2/20/02	3798708
“EAR PROTECTION DEVICE”	Japan	2003-384674	11/14/03	3749534
“EAR WARMER HAVING FORCE-DISTRIBUTING EAR FRAME PORTION”	Korea	3020040012009	4/27/04	300363661000 0
“EAR WARMER HAVING FORCE-DISTRIBUTING EAR FRAME PORTION”	Korea	3020040003690	2/12/04	300361049000 0

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Title	Jurisdiction	Application Number	Filed:
“EAR WARMER WITH A SUBSTANTIALLY CONTINUOUS SURFACE”	United States	16/173,803	10/29/18
“EAR WARMER HAVING A CURVED EAR PORTION”	United States	14/853,213	9/14/15
“APPARATUS FOR A WEARABLE GARMENT WITH EMBEDDED ILLUMINATION DEVICE”	United States	14/120,267	5/14/14
“EAR WARMER WITH A SPEAKER SYSTEM”	United States	14/513,134	10/13/14
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	United States	14/267,450	5/1/14
“EAR WARMER WITH ADJUSTABILITY”	United States	13,894,078	5/14/13
“EAR PROTECTION DEVICE”	United States	13/899,006	5/21/13
“EAR WARMER”	United States	13/565,465	8/2/12
“EAR WARMER”	United States	13/565,470	8/2/12
“EAR WARMER WITH A SPEAKER SYSTEM”	United States	13/692,009	12/3/12
“HAND COVERING WITH CONDUCTIVE PORTION”	United States	12/791,378	6/1/10
“EAR WARMER WITH ADJUSTABILITY”	United States	12/618,945	11/16/09
“ADJUSTABLE HAND COVERING”	United States	12/489,206	6/22/09
“EAR PROTECTION DEVICE”	United States	12/018,106	1/22/08
“HAND COVERING WITH TACTILITY FEATURES”	United States	11/748,543	5/15/07
“HAND WARMER HAVING A MEMBRANE FORMING A RECEPTACLE”	United States	11/754,327	5/28/07
“APPARATUS AND METHOD FOR MAKING AN EAR WARMER AND AN EAR WARMER FRAME”	United States	11/759,002	6/6/07








SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

"EAR PROTECTION DEVICE"	United States	11,742,181	4/30/07
"EAR WARMER WITH A SPEAKER SYSTEM"	United States	11/688,712	3/20/07








SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Country	Registration Date	Registration Number
180s	Canada	4/2/2007	TMA685,341
180S	Canada	2/18/2013	TMA843,660
180s 	Canada	2/18/2013	TMA843,640
180s and Design 	Canada	2/1/2007	TMA680,859
ALLTOUCH	Canada	1/20/2015	TMA894,539
CELSYUS	Canada	4/7/2003	TMA579,105
DEGREES BY 180S	Canada	7/19/2011	TMA802,407
G GORGONZ PERFORMANCE WORK GEAR (W/DESIGN) 	Canada	2/22/2011	TMA791,259
GORGONZ	Canada	2/22/2011	TMA791,260
TEC TOUCH	Canada	2/8/2011	TMA789,971
180S	China P.R.	10/21/2010	7182444
180S	China P.R.	9/14/2010	7182443
180s Design 	China P.R.	10/21/2010	7182442
180s Design 	China P.R.	9/14/2010	7182441
DEGREES BY 180S	China P.R.	10/31/2007	943621 (International Registration Number)
G GORGONZ PERFORMANCE WORK GEAR W/Design 	China P.R.	9/7/2007	3986528
GORGONZ	China P.R.	9/7/2007	3986527
GORGONZ	China P.R.	9/7/2010	7182428
PUSH	China P.R.	10/28/2007	3986525
ONE EIGHTIES	China P.R.	12/14/2007	3986526
EARGRIPS	China P.R.	8/21/2007	3986530
180S	China P.R.	11/14/2007	3986531
180S w/Design 	China P.R.	11/14/2007	3992151
GORGONZ	China P.R.	10/21/2010	7182438
PUSH	China P.R.	4/14/2011	7182439


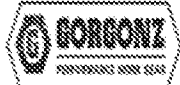





SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Country	Registration Date	Registration Number
PUSH	China P.R.	10/21/2010	7182440
TEC TOUCH	China P.R.	9/14/2010	7182445
G w/Design 	China P.R.	10/21/2010	7182535
G GORGONZ PERFORMANCE WORK GEAR W/Design 	China P.R.	9/14/2010	7182536
G GORGONZ PERFORMANCE WORK GEAR W/Design 	China P.R.	10/21/2010	7182537
FTB	China P.R.	1/14/2008	4045170
FROM THE BLUE	China P.R.	11/28/2007	4054169
180s	European Union	7/3/2001	001584556
180S	European Union	11/27/2009	007550999
180s 	European Union	11/22/2009	007551351
DEGREES BY 180S	European Union	10/31/2007	943621 (International Registration Number)
G GORGONZ PERFORMANCE WORK GEAR (W/DESIGN) 	European Union	12/24/2009	007551419
G w/Design 	European Union	12/24/2009	007551484
GORGONZ	European Union	10/21/2009	007551534
PUSH	European Union	11/22/2009	007551716
QUANTUM VENT	European Union	3/1/2010	008524928
TEC TOUCH	European Union	12/24/2009	007551261
DEGREES BY 180S	International/WIPO	10/31/2007	943621
180°S	Japan	2/20/2004	4750069
180s W/Design 	Japan	4/1/2005	4853327
DEGREES BY 180S	Japan	10/31/2007	943621

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Country	Registration Date	Registration Number
			(International Registration Number)
DEGREES BY 180S	Russian Federation	10/31/2007	943621
			(International Registration Number)
180S	United Kingdom	7/3/2001	UK00901584556
180S	United Kingdom	11/22/2009	UK00907550999
180s & Design	United Kingdom	11/22/2009	UK00907551351
			
DEGREES BY 180S	United Kingdom	10/27/2008	UK00800943621
G GORGONZ PERFORMANCE WORK GEAR (W/DESIGN)	United Kingdom	12/24/2009	UK00907551419
			
G w/Design	United Kingdom	12/24/2009	UK00907551484
			
GORGONZ	United Kingdom	10/21/2009	UK00907551534
PUSH	United Kingdom	11/22/2009	UK00907551716
QUANTUM VENT	United Kingdom	3/1/2010	UK00908524928
TEC TOUCH	United Kingdom	12/24/2009	UK00907551261
180S	United States	7/26/2005	2,976,392
180S	United States	7/26/2005	2,979,169
180S	United States	10/11/2011	4,038,855
180S	United States	11/6/2012	4,238,409
180°S W/Design	United States	11/6/2012	4,238,414
			
180S W/Design	United States	10/18/2011	4,042,419
			
180S W/Design	United States	2/27/2007	3,213,934
			
ALLTOUCH	United States	1/7/2014	4,463,894
DEGREES BY 180S	United States	2/22/2011	3,923,418
DEGREES BY 180S	United States	3/9/2010	3,759,285
EXOLITE	United States	5/1/2007	3,238,011
FROM THE BLUE	United States	7/26/2005	2,978,041
G W/Design	United States	7/26/2005	2,978,056
			
GORGONZ	United States	8/9/2005	2,983,766
O & Design	United States	12/3/2013	4,443,427

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Country	Registration Date	Registration Number
			
O Design 	United States	7/21/2009	3,659,327
	United States	5/9/2006	3,089,225

SCHEDULE 3
ASSIGNED COPYRIGHT REGISTRATION AND APPLICATIONS

NONE.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“IP Assignment”), dated as of the ____ of June 2023, is made and entered into by and among 180s USA LLC, a New York limited liability company, and 180s IP Holdings LLC, a New York limited liability company (collectively the “Purchasers”) and 180s, LLC, and 180s, Inc. (collectively the “Company,” or “Seller”) of certain assets of Seller pursuant to a certain Asset Purchase Agreement, dated as of the date hereof, by and among Purchasers and Seller (the “Asset Purchase Agreement”). Purchasers and Seller are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchasers, among other assets, all of the Intellectual Property of Seller as defined in the Asset Purchase Agreement, and Seller has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office as well as all corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees 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 Purchasers, and Purchasers hereby accept, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications, if any, set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications, if any, set forth on **Schedule 2** 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;

(c) the copyright registrations, and applications for registration, if any, set forth on **Schedule 3** hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) any and all right, title and interest in and to the Seller’s domain names and all registrations thereof (the “**Domain Names**”);

(e) all rights of any kind, including but not limited to all common law rights, 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;

(f) 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

(g) 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 Patents and 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 Purchasers. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchasers 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 IP to Purchasers, or any assignee or successor thereto.

3. Domain Name Transfer. At the Closing, Seller shall: (i) unlock the Domain Names; (ii) provide Purchasers with the authorization codes for the Domain Names; (iii) approve all transfer requests for the Domain Names; and (iv) execute or otherwise complete any other procedures reasonably required by the Registrar, Seller's preferred registrar, or other relevant authority to transfer the Domain Names to Purchasers on an expedited basis.

4. 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 Purchasers 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.

5. 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.

6. 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.

7. 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 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]