

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM872399

<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>
4S Essentials LLC		09/01/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	4SE Holdings, LLC		
<b>Street Address:</b>	3603 Arbor Chase Dr.		
<b>City:</b>	Palm Harbor		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34683		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5486356	GORILLAGRIT	
<b>Registration Number:</b>	6213862	FOUR SEASONS ESSENTIALS	
<b>Registration Number:</b>	5648253	MATTRESSENTIALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	michael.sulaka@titanignite.com		
<b>Correspondent Name:</b>	Michael J. Sulaka		
<b>Address Line 1:</b>	1412 Ashford Ct.		
<b>Address Line 4:</b>	Troy, MICHIGAN 48084		
<b>NAME OF SUBMITTER:</b>	Michael J. Sulaka		
<b>SIGNATURE:</b>	/Michael J. Sulaka/		
<b>DATE SIGNED:</b>	01/30/2024		
<b>Total Attachments: 4</b>			
source=Titan_-_4S_-_Trademark_Assignment_[RL_edits_-_11.30.23]_(Titan_11302023)_(1)_signed#page1.tif			
source=Titan_-_4S_-_Trademark_Assignment_[RL_edits_-_11.30.23]_(Titan_11302023)_(1)_signed#page2.tif			
source=Titan_-_4S_-_Trademark_Assignment_[RL_edits_-_11.30.23]_(Titan_11302023)_(1)_signed#page3.tif			
source=Titan_-_4S_-_Trademark_Assignment_[RL_edits_-_11.30.23]_(Titan_11302023)_(1)_signed#page4.tif			

OP \$90.00 5486356

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of September 1, 2023 (the "Effective Date"), by and among 4S Essentials LLC, a Florida limited liability company (the "Company"), the Company's member, Sridhar Avula, a Florida resident (the "Owner", and collectively with the Company, the "Seller" or "Assignor"), and 4SE Holdings, LLC, a Delaware limited liability company ("Buyer" or "Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the Effective Date (the "Purchase Agreement"), pursuant to which the Assignor has agreed to convey, transfer and assign to the Assignee, among other assets, the Intellectual Property Assets of Assignor;

**WHEREAS**, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies"); and

**WHEREAS**, capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the following (collectively, the "Trademark Assets," and which, for the avoidance of doubt, shall exclude all Excluded Liabilities):

(a) all trademarks, trademark registrations and trademark applications of Assignor, including without limitation, those set forth on **Schedule 1**, attached hereto, and all issuances, extensions, and renewals thereof, together with the goodwill of the Business connected with the use thereof and symbolized thereby;

(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 Effective Date, 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 of the foregoing, 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 other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark Assets to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark Assets and Intellectual Property Assets. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded or expanded 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 and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Governing Law. This Assignment and any claim, controversy or dispute arising under or related to this Assignment or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each party agrees that any claim, controversy or dispute arising under or related to this Assignment shall be subject to and resolved in accordance with the Purchase Agreement.

5. Counterparts; Electronic Signatures. This Assignment may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Assignment are intended to authenticate this writing and to have the same force and effect as manual signatures.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

**BUYER:**

4SE Holdings, LLC

*Dan Ashburn*

By: \_\_\_\_\_

Name: Dan Ashburn

Its: CEO

**COMPANY:**

4S Essentials LLC

*Sridhar Avula*

By: \_\_\_\_\_

Name: Sridhar Avula

Its: Manager

**OWNERS:**

*Sridhar Avula*

By: \_\_\_\_\_



By: Sridhar Avula, *individually*

[Signature Page to the Trademark Assignment]

**TRADEMARK**  
**REEL: 008332 FRAME: 0133**

**SCHEDULE 1**

**Trademarks:**

Registration No / Application No.	Status	Mark	Mark Drawing Code	Class	Registration / Application Date	Owner	Registrar
5486356	LIVE	GORILLA GRIT	(4) STANDARD CHARACTER MARK	17	6/5/2018	4S Essentials LLC	USPTO
6213862	LIVE	FOUR SEASONS ESSENTIALS 	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	24	12/8/2020	4S Essentials LLC	USPTO
5648253	LIVE	MATRE ESSENTIALS	(4) STANDARD CHARACTER MARK	24	1/8/2019	4S Essentials LLC	USPTO
UK00003925998	LIVE	GORILLA GRIT, GORILLA GRIT	CHARACTER MARK	17	9/22/2023	4S Essentials LLC	IPUOK
69484141	N/A	FOUR SEASONS ESSENTIALS 		24	2/9/2023	4S Essentials LLC	CNIPA

[Signature Page to the Trademark Assignment]