

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI14741

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900832839		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NoHo Commerce, Inc. (dba Kite)		01/26/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	We Spearhead, LLC		
Street Address:	2028 E Ben White Blvd		
Internal Address:	#240-5675		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78741		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6344448	B	
Registration Number:	6134384	B YOUR BESTSELF	
Registration Number:	6422758	BESTSELF	
Registration Number:	6244072	BESTSELF	
Serial Number:	88705163	BESTSELF CO.	
Serial Number:	88648968	BESTSELF BENCHMARK	
Registration Number:	6006306	COURAGE OVER COMFORT	
Registration Number:	5961586	DAWN	
Registration Number:	6052689	DISCOVERY DECKS	
Registration Number:	6052687	HABIT ROADMAP	
Registration Number:	6720492	INTIMACY	
Registration Number:	6052688	MOMENTUM CHALLENGES	
Serial Number:	90534360	RELATIONSHIP JOURNALS	
Registration Number:	5107822	SELF JOURNAL	
Serial Number:	88648964	SELF PLANNER	
Registration Number:	5447740	SMARTMARKS	
Registration Number:	5447741	THE SMARTER WAY TO BOOKMARK	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5724568	WIN THE DAY
Serial Number:	88648963	WORSTSELF

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.

Phone: 7372104272
 Email: admin@bestself.co
 Correspondent Name: Ms. Cathryn Lavery
 Address Line 1: 2028 E Ben White Blvd
 Address Line 2: #240-5675
 Address Line 4: Austin, TEXAS 78741

NAME OF SUBMITTER:	Cathryn Lavery
SIGNATURE:	Cathryn Lavery
DATE SIGNED:	02/08/2024

Total Attachments: 6

- source=NoHo Commerce - BestSelf Trademark and Copyright Assignment Agreement (January 2024 Execution Version)#page1.tif
- source=NoHo Commerce - BestSelf Trademark and Copyright Assignment Agreement (January 2024 Execution Version)#page2.tif
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TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark and Copyright Assignment Agreement (this “Assignment”), dated as of January 26, 2024 (the “Effective Date”), is made by NoHo Commerce, Inc. (dba Kite) (“Assignor”) located at 30 Cooper Square, 10th Floor, New York, New York 10003 and We Spearhead, LLC (“Assignee”), located at 2028 E Ben White Blvd #240-5675, Austin, Texas 78741.

WHEREAS, Assignee is the purchaser of all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the “Purchase Agreement”);

WHEREAS, Assignor own all of the rights, title and interest in and to the Assigned Trademarks and Assigned Copyright Rights with the goodwill of the business connected with the use of, and symbolized by, the Trademarks and the Assigned Copyright Rights (each as defined herein), and, pursuant to the Purchase Agreement, have agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the “Agencies”).

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:
 - a. trademark registrations and applications including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - b. all copyright registrations and applications, including, without limitation, those set forth on Schedule 2, attached hereto, and any and all resulting registration and copyright rights resulting therefrom (the “Assigned Copyright Rights”);
 - c. 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;
 - d. 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
 - e. 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, 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 United States Patent and Trademark Office, the United States Copyright 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 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 and Assigned Copyright Rights 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 (as applicable) with respect to the Assigned Trademark and Assigned Copyright Rights. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This 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 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 Assignment.


5. Successors and Assigns. This 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 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 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, the undersigned have duly executed and delivered this Assignment as of the Effective Date.


ASSIGNOR:

NoHo Commerce, Inc. (dba Kite)

DocuSigned by:

8C9E77E407F44DE...
Name: Rob Solomon
Title: CEO

ASSIGNEE:

We Spearhead, LLC

DocuSigned by:

116A6B690A944CA...
Cathryn Lavery, Authorized Signatory

Schedule 1

Trademark	Country	Reg. No.	Reg. Date	Serial No.
B	United States of America	6344448	May 11, 2021	
B YOUR BESTSELF	United States of America	6134384	Aug 25, 2020	88/649,053
BESTSELF	United States of America	6422758	Jul 20, 2021	88/495214
BESTSELF	United States of America	6244072	Jan 12, 2021	88/976,193
BESTSELF	Europe	18178969	May 22, 2020	18178969
BESTSELF BENCHMARK	United States of America			88/648,968
BESTSELF CO.	United States of America	6248546	Jan 19, 2021	88/705,163
COURAGE OVER COMFORT	United States of America	6006306	Mar 10, 2020	88/543,955
DAWN	United States of America	5961586	Jan 14, 2020	88/543997
DISCOVERY DECKS	United States of America	6052689	May 12, 2020	88/648,967
HABIT ROADMAP	United States of America	6052687	May 12, 2020	88/648,960
INTIMACY	United States of America	6720492	May 3, 2022	90/269,831
MOMENTUM CHALLENGES	United States of America	6052688	May 12, 2020	88/648965

Trademark	Country	Reg. No.	Reg. Date	Serial No.
RELATIONSHIP JOURNAL	United States of America			90/534,360
SELF JOURNAL	United States of America	5107822	Dec 27, 2016	86/823,732
SELF PLANNER	United States of America			88/648,964
SMARTMARKS	United States of America	5447740	Apr 17, 2018	87/601,239
THE SMARTER WAY TO BOOKMARK	United States of America	5447741	Apr 17, 2018	87/601,245
WIN THE DAY	United States of America	5724568	Apr 16, 2019	87/405,349
WORSTSELF	United States of America			88/648,963

Schedule 2

Title	Country	Copyright No.	App. Date	Creation Date	Publication Date	Status
Courage Over Comfort	United States	TX0008901462	9/22/20	2019	6/6/19	registered
Date	United States	TXu 2-249-154	10/12/20	2020		registered
Decision	United States		9/22/20	2018	11/13/18	pending
Decision Deck	United States	TX0008756925	6/15/19	2018	11/17/18	registered
Edison	United States	TX0008901591	9/22/20	2018	11/13/18	registered
Edison Deck	United States	TX0008755741	6/19/20	2018	11/17/18	registered
Habit Roadmap	United States		9/22/20	2019	1/15/19	rejected
Icebreaker	United States	TX0008905672	10/12/20	2019	6/6/19	registered
Icebreaker Deeper Talk	United States	TX0008901568	9/22/20	2020	7/24/20	registered
Impact	United States	TXu 2-249-185	10/12/20	2020		registered
Intimacy	United States	TX8918808	9/22/20	2019	8/22/19	pending
Little Talk	United States	TX0008901535	9/22/20	2019	11/7/19	registered
Project Action Pad	United States	TX0008902501	9/22/20	2018	5/25/18	registered
Relationship Journals	United States	TX0009120637		2021	7/1/21	registered
Self Journal	United States	TX0008901436	9/22/20	2015	8/19/15	registered
Self Journal	United States	TX0008309498	8/19/16	2015	4/10/15	registered
Self Planner	United States	TX0008901582	9/22/20	2019	8/23/19	registered

Title	Country	Copyright No.	App. Date	Creation Date	Publication Date	Status
Weekly Action Pad	United States	TX 8-949-729	9/22/20	2017	11/17/17	registered
Wordsmith	United States	TX0008901600	9/22/20	2018	11/13/18	registered
Wordsmith	United States	TX0008756358	6/15/19	2018	11/17/18	registered
WorstSelf	United States	TX0008901532	9/22/20	2019	11/15/19	registered

TRADEMARK

REEL: 008338 FRAME: 0607

RECORDED: 02/01/2024