

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI121053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaspian Inc	FORMERLY Etailz Inc.	03/18/2024	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Company Name:	Joe Brands, LLC		
Street Address:	4432 East Brookfield Avenue		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37205		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6819493	BIG BETTY	
Registration Number:	6846456	LAVA MONSTER	
Registration Number:	6594508	STORY STEPPERS	
Registration Number:	5839832	KETO THE GREAT	
Registration Number:	5838948	PINOT PROTECTOR	
Registration Number:	4821925	DOMESTIC CORNER	
Registration Number:	5839819	JUMPOFF JO	
Registration Number:	5834934	BRILLIANT BEE	
CORRESPONDENCE DATA			
Fax Number:	5136516981		
<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:	5136516800		
Email:	trademarks@fbtlaw.com,rdarpel@fbtlaw.com		
Correspondent Name:	Mr. Eric Volz		
Address Line 1:	3300 Great American Twr., 301 E. 4th St		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	0781761		
NAME OF SUBMITTER:	RICHARD DARPEL		

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SIGNATURE:	RICHARD DARPEL
DATE SIGNED:	03/26/2024
Total Attachments: 5 source=Joe Brands - Kaspian - Intellectual Property Assignment (Executed)#page1.tif source=Joe Brands - Kaspian - Intellectual Property Assignment (Executed)#page2.tif source=Joe Brands - Kaspian - Intellectual Property Assignment (Executed)#page3.tif source=Joe Brands - Kaspian - Intellectual Property Assignment (Executed)#page4.tif source=Joe Brands - Kaspian - Intellectual Property Assignment (Executed)#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment Agreement”), dated as of March 18, 2024, is made by and between Kaspien Inc, a Washington corporation formerly known as Etailz Inc. (“Assignor”) and Joe Brands, LLC, a Tennessee limited liability company (“Assignee”). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 18, 2024 (the “Purchase Agreement”) pursuant to which Assignee purchased certain assets from Assignor; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee is acquiring from Assignor certain assets of the Assignor, including Assignor’s rights and benefits with respect to the Purchased Intellectual Property, which includes the Assigned IP (as defined below) as of the date of this Assignment; and

WHEREAS, effective as of the Closing, Assignor shall assign all of its respective right, title and interest in and to the Assigned IP (as defined below), subject to the terms and conditions set forth in the Purchase Agreement (the “Assignment”).

NOW, THEREFORE in consideration of the mutual promises contained herein, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to and in accordance with the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys, delivers and sets over its entire right, title, and interest in and to the following (the “Assigned IP”):
 - a. the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “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 and/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 Assurances. Assignor authorizes the Commissioner for Trademarks and other governmental officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. At any time and from time to time after the date hereof, at Assignee's reasonable request, Assignors promptly shall execute and deliver, and shall cause its affiliates and employees to execute and deliver, such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as may be necessary to effectively transfer, convey and assign to Assignee, and to confirm Assignee's title to, any or all of the Assigned IP.

3. Terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment Agreement may be executed in counterparts (and by facsimile or electronic transmission), each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

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; Jurisdiction. This Assignment shall be governed by Delaware law and any action brought to enforce a breach of this Assignment shall be brought in a court having competent jurisdiction in State of Delaware, and the parties consent to jurisdiction and venue to the courts in the State of Delaware.

(Signature Page Follows)

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

ASSIGNOR:

KASPIEN INC

fka ETAILZ INC.

By: *Brock Kowalchuk*

Name: Brock Kowalchuk

Position: Chief Executive Officer

Address For Notices:

C/O Kaspien Holdings Inc.

PO Box 462

East Schodack, NY 12063

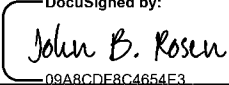
[ASSIGNOR SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 008380 FRAME: 0360

AGREED TO AND ACCEPTED:

ASSIGNEE:

JOE BRANDS, LLC

By:  _____
John Rosen, President

Address For Notices:
4432 East Brookfield Avenue
Nashville, TN 37205
john@wildkin.com

[ASSIGNEE SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT
AGREEMENT]

Schedule 1
Trademarks

<u>SerialNumber</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>RegistrationDate</u>	<u>RegistrationNumber</u>	<u>RegistrationType</u>
<u>90851540</u>	BIG BETTY	United States	2022-08-16	6819493	PRINCIPAL
<u>97134434</u>	LAVA MONSTER	United States	2022-09-13	6846456	PRINCIPAL
<u>97387043</u>	ROCKSTEADY	United States			PRINCIPAL
<u>97230332</u>	JUMPOFF JOEY	United States			PRINCIPAL
<u>90483234</u>	STORY STEPPERS	United States	2021-12-21	6594508	PRINCIPAL
<u>88586111</u>	COY BEAUTY	United States			PRINCIPAL
<u>88337958</u>	KETO THE GREAT	United States	2019-08-20	5839832	PRINCIPAL
<u>88278962</u>	PINOT PROTECTOR	United States	2019-08-20	5838948	PRINCIPAL
<u>86529835</u>	DOMESTIC CORNER	United States	2015-09-29	4821925	PRINCIPAL
<u>88328325</u>	JUMPOFF JO	United States	2019-08-20	5839819	PRINCIPAL
<u>88338147</u>	BRILLIANT BEE	United States	2019-08-13	5834934	PRINCIPAL
<u>86529935</u>	YOGAWISE	United States	2015-09-08	4808486	PRINCIPAL

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