

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI156790

<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>
PumpCup Promotionals, Inc.		03/12/2024	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Performance Brands, Inc.		
<b>Street Address:</b>	905 Shotgun Road		
<b>City:</b>	Sunrise		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33326		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90136507	CLEAN HANDS ON THE GO!	
<b>Registration Number:</b>	6821804	THE HAPPY MC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6098961469		
<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>Phone:</b>	2152992081		
<b>Email:</b>	ipdocket@foxrothschild.com		
<b>Correspondent Name:</b>	Christopher D. Olszyk Jr.		
<b>Address Line 1:</b>	997 Lenox Drive, Bldg. 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648-2311		
<b>ATTORNEY DOCKET NUMBER:</b>	341355.00100		
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER OLSZYK		
<b>SIGNATURE:</b>	CHRISTOPHER OLSZYK		
<b>DATE SIGNED:</b>	04/10/2024		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of March 12, 2024, is made by PumpCup Promotionals, Inc. (“**Seller**”), a Florida corporation, located at 905 Shotgun Rd., Sunrise, FL 33326, in favor of Performance Brands, Inc. (“**Buyer**”), a Florida corporation, located at 905 Shotgun Rd., Sunrise, FL 33326.

WHEREAS, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

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 Buyer, all of Seller'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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule I hereto, the transfer of such applications accompanies, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind 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;

(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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 to Buyer, or any assignee or successor thereto.

3. 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.

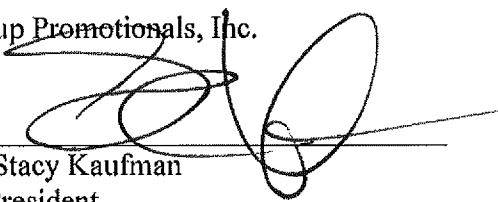
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. 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 Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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


PumpCup Promotionals, Inc.

By:   
Name: Stacy Kaufman  
Title: President

**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
	USA	6821804	August 16, 2022

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date
CLEAN HANDS ON THE GO!	USA	90136507	August 25, 2020