

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509910

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JDTMK LLC | | 02/12/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Madhappy, Inc. | | |
| Street Address: | 1079 South Ogden Dr | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90019 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5433566 | MADHAPPY | |
| Serial Number: | 87574556 | MAD HAPPY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5132416234 | | |
| <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: | 5132412324 | | |
| Email: | tremaklus@whe-law.com | | |
| Correspondent Name: | Theodore R. Remaklus | | |
| Address Line 1: | 441 Vine Street | | |
| Address Line 2: | 2700 Carew Tower | | |
| Address Line 4: | Cincinnati, OHIO 45202 | | |
| NAME OF SUBMITTER: | Theodore R. Remaklus | | |
| SIGNATURE: | /theodore r remaklus/ | | |
| DATE SIGNED: | 02/13/2019 | | |
| Total Attachments: 4 | | | |
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| source=Assignment (JDTMK LLC to Madhappy Inc) JJS signed copy#page2.tif | | | |
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OP \$65.00 5433566

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made and entered into by and between JD TMK LLC, a limited liability company organized and existing under the laws of the State of Delaware and having a place of business at 25 West 39th Street, New York, New York 10018 (hereinafter "Assignor") and Madhappy, Inc., a company organized and existing under the laws of the State of Delaware and having a place of business at 1079 South Ogden Dr, Los Angeles, California 90019 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the marks set forth in Exhibit A hereof (hereinafter referred to as the "Marks"); and

WHEREAS, to the extent that Assignor has not yet used the marks that have been filed in the United States, it has a good faith intent to use the marks in interstate commerce in connection with the recited goods and services; and

WHEREAS, Assignee desires to acquire the rights Assignor has in and to said Marks and the goodwill associated with said Marks and the applications/registrations thereof; and

WHEREAS, Assignee is a successor to Assignor of that portion of Assignor's business to which the Marks pertain in accordance with 15 U.S.C. §1060.

NOW, THEREFORE, for U.S. \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree that:

1. Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the business connected and/or associated with the use thereof and symbolized thereby, as well as Assignor's portion of the business to which the Marks pertain, and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or

their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor hereby authorizes and requests the corresponding trademark offices whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Agreement.

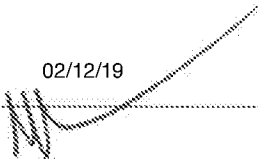
3. Assignor hereby agrees to execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the transactions contemplated hereby, to vest in Assignee the beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first written above.

ASSIGNOR:

JDTMK LLC

Dated: 02/12/19

By: 

Name: Joseph J. Sitt

Its: CEO

Agreed and Accepted as of
the date first above written.

ASSIGNEE:

MADHAPPY, INC.

Dated: 02/12/19

By: 

Name: Joshua Siff

Its: Co-Founder

EXHIBIT A

| Country | Mark | App. No. | Reg. No. |
|----------------|-------------|-----------------|-----------------|
| United States | MADHAPPY | 87650529 | 5433566 |
| United States | MADHAPPY | 87574556 | |