

900507888 07/24/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM533254

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kookaburra Link PTY LTD TA Kay and Kay Online		12/19/2018	Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	1 Thrasio One, Inc.		
Street Address:	850 New Burton Road		
Internal Address:	Suite 201		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19904		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5522728	SO PEEP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	0423711531		
Email:	luke@primalmarketinglabs.com		
Correspondent Name:	Keith Crocker		
Address Line 1:	31 Weyba Park Drive		
Address Line 4:	Noosa Heads, AUSTRALIA 4101		
NAME OF SUBMITTER:	Keith Crocker		
SIGNATURE:	/keith crocker/		
DATE SIGNED:	07/24/2019		
Total Attachments: 8			
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TRADEMARK

REEL: 006733 FRAME: 0815

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of December 19, 2018 (“**Effective Date**”), is made by and between **Kookaburra Link PTY LTD**, a proprietary company limited by shares incorporated in Queensland and located in Brisbane Australia, doing business as So Peep and Kay and Kay Online (*the “Company”*), **Kookaburra Link PTY LTD as Trustee for The Keith Crocker Trust (CAN 616 590 688)** and **Keith Brett Crocker** resident of Queensland, and **Luke Crocker as manager of Kookaburra**, resident of Queensland (“**Assignor**”) and 1 Thrasio One, Inc., a Delaware corporation, of 850 New Burton Road, Suite 201, Dover, Delaware, 19904 (“**Assignee**”), pursuant to that certain asset purchase agreement, dated on or around the date of this Agreement, by and among Assignee and, Assignor (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (individually, a “**Party**”; collectively, the “**Parties**”) hereby agree as follows:

1. Assignment - For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor’s right, title and interest in and to the following (collectively, the “**Intellectual Property Assets**”):

a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “**Copyrights**”);

b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

d. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

e. all trademark and service mark rights, slogans, trade dress, and tradenames,

trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Trademarks**”);

f. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including (collectively, the “**Mask Works**”);

g. all internet websites and internal domain names, including, without limitation, those set forth on Exhibit B attached hereto (collectively, the “**Domain Names**”);

h. all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the “**Social Media Accounts**”);

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “**Licenses**”);

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Warranties – Assignor represents and warrants that: (i) it is the sole and absolute owner of the Intellectual Property Assets; (ii) it has the authority and capacity to assign the Intellectual Property Assets in full; (iii) the Assignor has not licensed or encumbered any rights, title or interest in the Intellectual Property Assets to any third party; (iv) it has procured waivers with respect of the infringement of moral rights of every author of the Intellectual Property Assets; (v) the Intellectual Property Assets do not infringe any third party’s intellectual property rights or moral rights.

3. Moral rights – If the Assignor (or any of its employees or agents) has moral rights in any of the Intellectual Property Assets, they (i) waive their rights or, to the extent that such rights cannot be waived, consent to any amendment of the Intellectual Property Assets in any manner by the Assignee for the purposes of the Assignee; (ii) waive their rights, or to the extent

such rights cannot be waived, consent to the Assignee using or applying the Intellectual Property Assets for any purpose connected with its business without any attribution of authorship; and (iii) agree that the waiver extends to acts and omissions of any of the Assignor's licensees and successors of title.

4. Recordation and Further Actions - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

5. Further Assurances - Following the date hereof, upon Assignee's 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 necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

6. Entire Agreement - This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

7. Each Assignor Liability - If there is more than one party identified as 'Assignor', any reference to 'Assignor' means each of those parties and any agreement, representation, warranty, indemnity, covenant, undertaking or obligation under this Agreement binds them jointly and severally. Each Assignor agrees to be jointly and severally liable for the obligations of each Assignor hereunder and all representations, warranties, covenants and agreements made by or on behalf of each Assignor in the Agreement or in any exhibit hereto or any document, instrument or certificate delivered pursuant hereto shall be deemed to have been made by each Assignor, jointly and severally. Each Assignor further agrees that, notwithstanding any right of Assignee to investigate fully the affairs of a Assignor and notwithstanding any knowledge of facts determined or determinable by Assignee, Assignee has the right to rely fully on the representations, warranties, covenants and agreements of each Assignor contained in the Agreement and upon the accuracy of any document, instrument, certificate or exhibit given or delivered hereunder. The joint and several obligation of each Assignor hereunder is absolute, unconditional, irrevocable, present and continuing and, with respect to any payment to be made to Assignee, is a guaranty of payment (and not of collectability) and is in no way conditional or contingent upon the continued existence of the other Assignors and is not and will not be subject to any setoffs. Any notice or other communication provided to a Assignor pursuant hereto shall be deemed to have been given each Assignor and failures to be sent any notice or communication contemplated hereby shall not relieve a Assignor from its joint and several liability for the obligations of each Assignor hereunder.

8. Amendment and Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

9. Severability. If any term or provision of this Agreement is held by a court of

competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

10. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the State of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Massachusetts. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 8.10 and 8.11 of the Purchase Agreement.

11. Counterparts; Electronic Signatures. This Agreement 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 Agreement 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 Agreement. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNOR:

Signed By: Kookaburra Link PTY LTD as Trustee for The Keith Crocker Trust in accordance with section 127 of the Corporations Act 2001 (Cth):

By: Keith Crocker
Name: Keith Brett Crocker
Title: Sole Director & Sole Secretary

ASSIGNEE:

1 Thrasio One, Inc.

By: Josh Silberstein
Name: Joshua Silberstein
Title: Co-CEO

and

Signed By: Kookaburra Link PTY LTD (individually):

By: Keith Crocker
Name: Keith Brett Crocker
Title: Sole Director & Sole Secretary

and

Signed By: Luke Crocker
Name: Luke Crocker
Title: Manager of Kookaburra Link PTY LTD

and

Signed By: Keith Crocker
Name: Keith Brett Crocker (individually)

EXHIBIT A
TRADEMARKS

Registered Trademark

Serial Number	Reg. Number	Mark	Status	Next Step
87578803	USPTO 5522728 (07/24/18)	So Peep	Registered July 24, 2018	Renewal July 24, 2023 – July 24, 2024
IP Australia 1873391		So Peep	Filed 09/14/2017, Published: Under examination	Acceptance due April 14, 2019

Unregistered Trademarks

EXHIBIT B
DOMAIN NAMES

sopeep.com

EXHIBIT C
SOCIAL MEDIA ACCOUNTS

sopeep (Instagram)

sopeepbaby (Facebook)