

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558957

<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>
Maria Harbert		09/12/2019	INDIVIDUAL:
Paige Collins		09/12/2019	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Drups Co LLC		
<b>Doing Business As:</b>	DrupsCo		
<b>Street Address:</b>	200 Centre Dr, #3		
<b>City:</b>	Burleson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76028		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87308859	KIDDO KIND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8006519577		
<b>Email:</b>	joseph@undgmarketing.com		
<b>Correspondent Name:</b>	Joseph Terndrup		
<b>Address Line 1:</b>	200 Centre Dr. #3		
<b>Address Line 4:</b>	Burleson, TEXAS 76028		
<b>NAME OF SUBMITTER:</b>	Joseph Terndrup		
<b>SIGNATURE:</b>	/Joseph Terndrup/		
<b>DATE SIGNED:</b>	01/25/2020		
<b>Total Attachments: 8</b>			
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**WRITTEN CONSENT IN LIEU OF A JOINT  
SPECIAL MEETING OF THE MEMBERS OF  
KIDDO KIND (MARIA E. HARBERT AND PAIGE COLLINS SOLE  
PROPRIETORSHIP)  
& DRUPS CO LLC**

**September 12, 2019 (the "Effective Date")**

The undersigned, being Maria E. Harbert, Paige Collins and Drups Co LLC (DBA DrupsCo), a Texas limited liability company hereby adopt the following resolution by written consent in lieu of a special meeting, in accordance with all statutory and bylaw requirements pertaining to the time, manner and place of same, as well as all notice requirements relating thereto, are hereby waived:

**WHEREAS**, Maria E. Harbert and Paige Collins filed trademark application with the United States Patent and Trademark Office for "Kiddo Kind" on January 20, 2017 and was assigned registration number 5353718 on December 12, 2017. Maria E. Harbert and Paige Collins are the owners of the trademark; and

**WHEREAS**, Maria E. Harbert and Paige Collins (the "Assignors") and Drups Co LLC (the "Assignee") agree to enter into an Intellectual Property Assignment Agreement ("IP Agreement") pursuant to which Assignors convey, transfer and assign to the Assignee all of Assignors' rights, title and interest in and to the intellectual property set forth in Exhibit A ("Transferred IP"), subject to the terms and condition of IP Agreement (Exhibit B).

**NOW, BE IT RESOLVED**, Maria E. Harbert, Paige Collins and Drups Co LLC hereby ratify and approve the IP Agreement; and be it

**RESOLVED**, Maria E. Harbert, Paige Collins and Drups Co LLC are hereby, authorized, empowered and directed to do or cause to be done any and all acts and things necessary or proper to effectuate the foregoing and to take such other actions and to execute, deliver and file all such other documents or instruments as may be required, and it is hereby, confirmed that all such actions taken by the officers and taken by them as representatives of the business, and not in their personal capacity; and be it

**RESOLVED**, all actions taken in connection with the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned hereby executes written consent of lieu of a joint special meeting of Maria E. Harbert, Paige Collins and Drups Co LLC as of the effective date.

Maria E. Harbert

By: Maria Harbert

Name: Maria Harbert

Title: Owner Sole Proprietorship

Drupe Co LLC

By: Joseph Terndrup

Name: Joseph Terndrup

Title: CEO, Drupe Co LLC

Paige Collins

By: Paige Collins

Name: Paige Collins

Title: Co-Owner

TRADEMARK

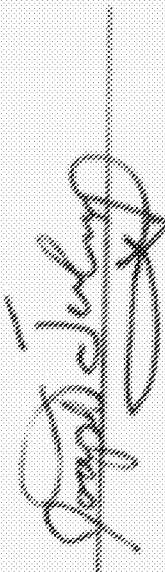
REEL: 006851 FRAME: 0508

**EXHIBIT A**  
**TRANSFERRED IP**

<b>Intellectual Property</b>	<b>Registration Number</b>	<b>Owner</b>
"KIDDO KIND" Word Mark	5353718	Maria E. Harbert and Paige Collins

**Assignee:**

Drupe Co LLC

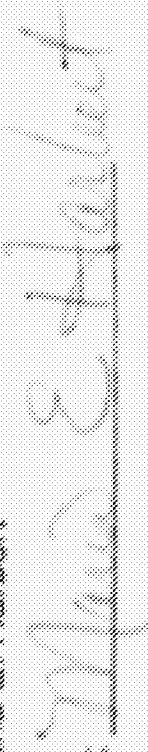
By: 

Date: 1/13/2020

Name: Joseph Temdrup

**Assignor:**

Maria E. Harbert

By: 

Date: 1/16/2020

Name: Maria Harbert

Paige Collins

By: 

Date: 1/23/2020

Title: Co-Owner

**EXHIBIT B: IP PROPERTY ASSIGNMENT AGREEMENT**

Intellectual Property Assignment  
Agreement dated: 09/12/2019



## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this "Agreement") is made and entered into as of September 12, 2019 (the "Effective Date" by and between Maria E. Harbert and Paige Collins ("Assignors"), and Drups Co LLC, a Texas limited liability company ("Assignee").

### RECITAL

Assignors desire to assign to Assignee, and Assignee desire to accept, the Transferred IP (as defined below) pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, Assignors and Assignee agree as follows:

1. **Assignment of Transferred IP.** Assignors hereby sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Assignee all of Assignor's right, title and interest in, to and under the intellectual property set forth Exhibit A to this Agreement (collectively, the "Transferred IP" including, without limitation, the following:
  - a. The trademark registrations and applications set forth on Exhibit A to this Agreement and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, such trademarks;
  - b. All rights of any kind whatsoever of Assignors accruing under any of the transferred IP 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 Effective Date including, without limitation, all right to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, 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. **Acceptance of Transferred IP.** Assignee hereby accepts assignment of all of the right, title and interest of Assignors in, to and under the Transferred IP.

3. **Recordation and Further Actions**. Assignors 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 jurisdiction to record and register this Agreement upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignors 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 Transferred IP to Assignee, or assignee or successor thereto.