

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592531

<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>
Malco Modes, LLC		08/12/2020	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VIR Ventures Inc.		
<b>Street Address:</b>	Cinco Ranch Crossing 19830 FM 1093		
<b>Internal Address:</b>	Suite. 1301		
<b>City:</b>	Richmond		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77407		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4484615	MALCO MODES	
<b>Registration Number:</b>	4978478	BELLASOUS	
<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>	6162586770		
<b>Email:</b>	amanda@revisionlegal.com		
<b>Correspondent Name:</b>	Amanda Osorio		
<b>Address Line 1:</b>	1514 Wealthy St.		
<b>Address Line 2:</b>	Suite 258		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49506		
<b>NAME OF SUBMITTER:</b>	Amanda Osorio, Attorney of Record		
<b>SIGNATURE:</b>	/AMO/		
<b>DATE SIGNED:</b>	08/18/2020		
<b>Total Attachments: 4</b>			
source=2020-08-18 Exhibit E#page1.tif			
source=2020-08-18 Exhibit E#page2.tif			

OP \$65.00 4484615

source=2020-08-18 Exhibit E#page3.tif

source=2020-08-18 Exhibit E#page4.tif

Exhibit E

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of August 12, 2020, is made by Malco Modes, LLC ("Seller"), a Virginia Limited Liability Company, ("Assignor"), in favor VIR Ventures Inc, a Texas S-Corporation ("Assignee"), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignee and Assignor dated as of August 14, 2020 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties 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, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, 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 on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable 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 Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

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

6. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

**[SIGNATURE PAGE FOLLOWS]**

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

Malco Modes, LLC.

By Elliott Garber

Name: Elliott Garber

Title: Manager, Malco Modes, LLC

Address for Notices: 214 Little Graves St

Charlottesville, VA 22902

AGREED TO AND ACCEPTED:

VIR Ventures Inc

By Rupesh Sanghavi

Name: Rupesh Sanghavi

Title: President

Address for Notices:

Cinco Ranch Crossing  
19830 FM 1093, Suite 1301  
Richmond, Texas 77407

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
<b>Malco Modes</b>	<b>United States</b>	<b>4484615</b>	<b>February 18, 2014</b>
<b>BellaSous</b>	<b>United States</b>	<b>4978478</b>	<b>June 14, 2016</b>