

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAT INVESTMENTS, L.L.C.		06/26/2021	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	SAZZI IP, LLC		
Street Address:	2370 W. State Route 89A, Suite 11-449		
City:	Sedona		
State/Country:	ARIZONA		
Postal Code:	86336		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4154863	SAZZI	
Serial Number:	88962236	SAZZI	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	3105513450		
Email:	efiling@knobbe.com		
Correspondent Name:	Jonathan A. Hyman		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Jonathan A. Hyman		
SIGNATURE:	/jhh/		
DATE SIGNED:	06/28/2021		
Total Attachments: 3			
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TRADEMARK & INTELLECTUAL PROPERTY ASSIGNMENT

This Trademark & Intellectual Property Assignment (hereinafter referred to as "Assignment") is effective as of June 26, 2021, by and between MAT INVESTMENTS, L.L.C., an Arizona limited liability company, having a place of business at 2370 W. State Route 89A, Suite 11-449, Sedona AZ 86336 (hereinafter "ASSIGNOR") and SAZZI IP, LLC, an Arizona limited liability company, having a place of business at 2370 W. State Route 89A, Suite 11-449, Sedona AZ 86336 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, or intends to use, and is, to the best of its knowledge and belief, the owner of various trademarks, including, but not limited to, those trademarks and trade dress set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks.

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark registrations and application relating to the Trademarks set forth in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registrations and Application") and owns various domain names, including, but not limited to, the domain names set forth on Schedule C, attached hereto and incorporated by this reference, and all registrations thereof (collectively, the "Domain Names");

WHEREAS, ASSIGNOR owns various copyrights, including, but not limited to, the copyright in the website located at <http://www.sazzi.com/> and all the artwork, footwear and clothing styles and designs, all photographs and graphics therein; and all promotional and marketing materials set forth in Schedule D, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Copyrights");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks, Registrations and Application, Domain Names, and Copyrights worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest world-wide which include or are comprised of the Trademarks;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Registrations and Application, Domain Names, and Copyrights worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademarks; and

WHEREAS, ASSIGNEE is a successor to the portion of ASSIGNOR's business relating to the Trademarks.

NOW, THEREFORE, in consideration of the payment and delivery to Assignor of all monies and instruments to be paid and delivered to Assignor by Assignee pursuant to the terms of the Agreement, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:

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1. **Assignment.** ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

(1) all trademarks owned by Assignor, including, but not limited to, the Trademarks set forth in Schedule A;

(2) the Registrations and Application set forth in Schedule B;

(3) all domain names owned by Assignor, including, but not limited to, the Domain Names set forth in Schedule C;

(4) all copyrights owned by Assignor, including, but not limited to, the Copyrights set forth in Schedule D; and

(7) any other registered or unregistered trademarks or trade dress owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks;

together with the goodwill, which is ongoing and existing, symbolized by said Trademarks, Registrations and Application, Domain Names, and Copyrights, and other registered or unregistered trademarks or service marks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest concurrent with the transfer of certain tangible assets as indicia of said goodwill. The assignment includes the portion of ASSIGNOR's business to which such marks pertain. ASSIGNOR will provide ASSIGNEE with the account information and passwords to permit ASSIGNEE to control the Domain Names.

2. **Attorney In Fact.** ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, including but not limited to trademarks and causes of action or claims more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks, Registrations and Application, Domain Names, and Copyrights that may have accrued in ASSIGNOR's favor from the respective first use or filing date to the effective date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. At any time, and from time to time hereafter, ASSIGNOR shall, upon ASSIGNEE's written request, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the assigned rights and causes of action more effectively in ASSIGNEE. ASSIGNOR understands and agrees that no additional payments, royalties, accounting, attribution, credit, or any other kind of material or monetary remuneration will ever be paid, or is expected or required from ASSIGNEE in relation to the rights assigned herein.

3. **Governing Law.** This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California.

4. **Counterparts.** This Assignment may be executed and delivered (including by facsimile, PDF, email, or other similar electronic transmission) in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

5. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are incorporated by reference herein and made a part of this Assignment.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the day and year first above written.

ASSIGNOR
MAT INVESTMENTS, L.L.C.

ASSIGNEE
SAZZI IP, LLC

By: Mark Thatcher
Name: Mark Thatcher
Title: owner
Date: 6/26/21

By: Mark Thatcher
Name: Mark Thatcher
Title: owner
Date: 6/26/21

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A -- Trademarks



As well and including any trademarks listed in the materials shown or referenced in Schedules C & D

SCHEDULE B - Federal Trademark Applications and Registrations/State Filings/International Filings

Mark	Jurisdiction	Registration No./ Serial No.	Class
SAZZI	U.S.	4154863	25
SAZZI	U.S.	88962236	25
SAZZI FOOTWEAR	Arizona state	586455	25
SAZZI	Canada	TMA876875	25
SAZZI	EU	9909565	25
SAZZI	UK	UK00909909565	25
SAZZI	Japan	5517356	25
SAZZI	New Zealand	969,766	25

SCHEDULE C -- Domain Names

<http://www.sazzi.com/>

SCHEDULE D -- Copyrights

Copyrights in the website located at <http://www.sazzi.com/> and all the artwork, footwear and clothing styles and designs, all photographs and graphics therein, and all promotional and marketing materials set forth in Schedule D, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Copyrights")

TRADEMARK