

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Decooda International, Inc.		03/15/2022	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	TNHC Investments LLC		
Street Address:	3333 Piedmont Rd NE		
Internal Address:	c/o North Highland		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6070736	THE WHY OF THINGS	
Registration Number:	5446850	DECOODA CX I.Q.	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337000		
Email:	mmccaskill@mmmlaw.com		
Correspondent Name:	Montrell McCaskill		
Address Line 1:	1600 Atlanta Financial Center		
Address Line 2:	3343 Peachtree Road, N.E.		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	11661-147984		
NAME OF SUBMITTER:	Montrell McCaskill		
SIGNATURE:	/Montrell McCaskill/		
DATE SIGNED:	03/17/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into this 15th day of March, 2022, and is made by Decooda International, Inc., a Georgia corporation ("Assignor"), in favor of TNHC Investments LLC, a Delaware limited liability company ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and among Assignor and Assignee. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, and Assignee has agreed to purchase, the Purchased Assets, including, but not limited to, the trademarks and trade names on Schedule A attached hereto (the "Trademarks"), the copyrights on Schedule B attached hereto (the "Copyrights"), the patents on Schedule C attached hereto (the "Patents"), the domain names on Schedule D attached hereto (the "Domain Names"), the social media assets on Schedule E attached hereto (the "Social Media Assets") and together with the Trademarks, the Copyrights, the Patents and the Social Media Assets, collectively the "Intellectual Property Assets"); and

WHEREAS, Assignor and Assignee desire that the assignment of said rights in the Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the assignment of said rights in the Copyrights be made of record in the United States Copyright Office (where applicable), and the applicable state trademark, patent and copyright offices (where applicable), all foreign trademark, patent and copyright offices (where applicable) and any other governmental or administrative offices, as the case may be.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, all of Assignor's right, title and interest in and to all of Assignor's Trademarks, Copyrights, Patents, Domain Names and other Seller Proprietary rights, including the following assignments:

(a) Assignor hereby assigns, transfers and delivers to Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Trademarks, and the registrations and application therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) Assignor hereby assigns, transfers and delivers to Assignee, all right, title and interest in and to the Patents, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Patents, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past

infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) Assignor hereby assigns, transfers and delivers to Assignee, all right, title and interest in and to the Copyrights, including state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Copyrights, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(d) Assignor hereby assigns to Assignee all right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Intellectual Property Assets, and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee or its respective successors and or assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions.

4. Delivery of Tangible Items. Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in the possession or control of Assignor.

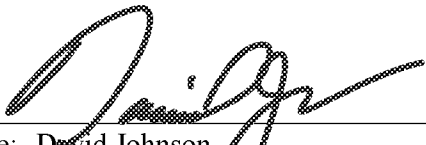
5. Maintenance. Assignor agrees that it has taken, and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take, all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force in the interim until Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

ASSIGNOR:

DECOODA INTERNATIONAL, INC.

By: 
Name: David Johnson
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.


ASSIGNEE:

TNHC INVESTMENTS LLC

DocuSigned by:
Alex Bombeck
By: _____
Name: Alex Bombeck
Title: Chief Executive Officer

Schedule A

Trademarks

MARK	SERIAL NO. / REGISTRATION NO. /	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
THE WHY OF THINGS	88/404,611 6,070,736 United States	April 26, 2019 June 2, 2020	Decooda International, Inc.	Registered
DECOODA CX I.Q.	87/561,556 5,446,850 United States	August 9, 2017 April 17, 2018	Decooda International, Inc.	Registered
DECOODA	N/A N/A United States	N/A N/A	N/A	Common Law
	N/A N/A United States	N/A N/A	N/A	Common Law