

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFINITE GENERATIONS INC.		07/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Explorefirst LLC		
Street Address:	667 Boylston St, 3rd Floor, Suite 308		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5936445	SLEEPINGO	
Registration Number:	5920962	MORE POWER MEANS MORE PLEASURE	
Registration Number:	6407163	SLEEPINGO	
Serial Number:	90529322	MIGHTYRELIEF	
Serial Number:	90274485	SLEEPINGO	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	rmvtrademarks@wolfgreenfield.com		
Correspondent Name:	Ryan M. Van Olst		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	W1100.20190US00		
NAME OF SUBMITTER:	Ryan Van Olst		
SIGNATURE:	/RMV/		
DATE SIGNED:	04/13/2022		

OP \$140.00 5936445

Total Attachments: 4

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TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark and Copyright Assignment Agreement (this "Assignment"), dated as of July 29, 2021 (the "Effective Date"), is made by Infinite Generations Inc ("Assignor") located at 9 E Loockerman Street, Suite 311, Dover, Delaware 19901 and Explorefirst LLC ("Assignee"), located at 667 Boylston St, 3rd Floor, Suite 308, Boston, Massachusetts 02116

WHEREAS, Assignee is the purchaser of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement");

WHEREAS, Assignor own all of the rights, title and interest in and to the Assigned Trademarks and Assigned Copyright Rights with the goodwill of the business connected with the use of, and symbolized by, them (as defined herein), and, pursuant to the Purchase Agreement, have agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the following:
 - a. the trademark registrations and applications set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - b. Copyright Application No. 1-10312861591 titled "Mighty Bliss Photo Shoot" and any and all resulting registration and copyright rights resulting therefrom (the "Assigned Copyright Rights");
 - c. 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;
 - d. 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
 - e. 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 all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, 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 United States Patent and Trademark Office, the United States Copyright Office, and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks and Assigned Copyright Rights to Assignee, or any assignee or successor thereto.

4. Counterparts. This 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 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 Assignment.

5. Successors and Assigns. This 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 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 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).

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

Infinite Generations Inc

DocuSigned by:


0002B722F91142A...
Name: Yakov Wieder



2E9770FDD8504EC...
Name: Moshe Friedman

ASSIGNEE:

Explorefirst LLC

DocuSigned by:


EE09D030441E400...
Name: Chris Bell

Title: CEO

Schedule 1

Mark	Country	Reg. No. (Serial No.)	Reg. Date (Filing Date)
SLEEPINGO	United States of America	5936445	December 17, 2019
MORE POWER MEANS MORE PLEASURE	United States of America	5920962	November 26, 2019
SLEEPINGO	United States of America	6407163	July 6, 2021
MIGHTYRELIEF	United States of America	(90/529,322)	(February 15, 2021)
SLEEPINGO	United States of America	(90/274,485)	(October 23, 2020)