

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725276

|   |   |                                     |   |
|---|---|-------------------------------------|---|
| <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>                        |
| Hush Up and Hustle, LLC   | FORMERLY Hushup and Hustle, LLC; Hushup + Hustle, LLC; Hushup X Hustle, LLC | 04/27/2022                          | Limited Liability Company: SOUTH CAROLINA |
| <b>RECEIVING PARTY DATA</b>   |   |                                     |   |
| <b>Name:</b>  | Bomb IP, LLC  |                                     |   |
| <b>Street Address:</b>  | 409 King Street   |                                     |   |
| <b>Internal Address:</b>  | Suite 200   |                                     |   |
| <b>City:</b>  | Charleston  |                                     |   |
| <b>State/Country:</b>   | SOUTH CAROLINA  |                                     |   |
| <b>Postal Code:</b>   | 29403   |                                     |   |
| <b>Entity Type:</b>   | Limited Liability Company: SOUTH CAROLINA                                   |                                     |   |
| <b>PROPERTY NUMBERS Total: 8</b>  |   |                                     |   |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>                    |   |
| <b>Registration Number:</b>   | 5791851   | CHOCOLATE CRAVINGS                  |   |
| <b>Serial Number:</b>   | 88777977  | 80X20                               |   |
| <b>Serial Number:</b>   | 90172102  | 80X20 APP                           |   |
| <b>Serial Number:</b>   | 90171141  | 80X20 DIET                          |   |
| <b>Serial Number:</b>   | 90171032  | 80X20 WHOLE FOODS, PLANT-BASED DIET |   |
| <b>Serial Number:</b>   | 90142505  | 80X20 LIFESTYLE                     |   |
| <b>Serial Number:</b>   | 88364693  | 80X20                               |   |
| <b>Serial Number:</b>   | 87796676  | SMOOTHIE BOMB                       |   |
| <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>   | 5047822494  |                                     |   |
| <b>Email:</b>   | johnrappold@rappoldlegal.com  |                                     |   |
| <b>Correspondent Name:</b>  | John M. Rappold   |                                     |   |
| <b>Address Line 1:</b>  | 147 Cape May Lane   |                                     |   |
| <b>Address Line 4:</b>  | Mount Pleasant, SOUTH CAROLINA 29464  |                                     |   |

OP \$215.00 5791851

|  |                 |
|--|-----------------|
| <b>NAME OF SUBMITTER:</b>  | John M. Rappold |
| <b>SIGNATURE:</b>  | /John Rappold/  |
| <b>DATE SIGNED:</b>  | 05/02/2022      |
| <b>Total Attachments: 5</b><br>source=2022-04-27 Hushup and Hustle, LLC to Bomb IP, LLC TM Assignment Agreement.docx#page1.tif<br>source=2022-04-27 Hushup and Hustle, LLC to Bomb IP, LLC TM Assignment Agreement.docx#page2.tif<br>source=2022-04-27 Hushup and Hustle, LLC to Bomb IP, LLC TM Assignment Agreement.docx#page3.tif<br>source=2022-04-27 Hushup and Hustle, LLC to Bomb IP, LLC TM Assignment Agreement.docx#page4.tif<br>source=2022-04-27 USPTO Template HUH to Bomb IP trademarks.docx#page1.tif |                 |

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") dated this**  
**April 27<sup>th</sup> day of \_\_\_\_\_, 2022,**

**BY AND BETWEEN:**

**Hush Up and Hustle, LLC, A/K/A Hushup and Hustle, LLC, A/K/A Hushup + Hustle, LLC,  
A/K/A Hushup X Hustle, LLC ("Assignor")**

**and**

**Bomb IP, LLC ("Assignee").**

- I. Assignor's and Assignee's Authorized Representative, Helen Hall, HEREBY ATTESTS AND AFFIRMS:**
- A. That Hush Up and Hustle, LLC, a South Carolina Limited Liability Company located at 409 King Street, Suite 200, Charleston, South Carolina 29403, was duly formed through filing of the company's Articles of Organization with the South Carolina Secretary of State on April, 14, 2017;**
  - B. That Bomb IP, LLC, a South Carolina Limited Liability Company located at 409 King Street, Suite 200, Charleston, South Carolina 29403, was duly formed on authorized representative Helen Hall's behalf through filing of the company's Articles of Organization with the South Carolina Secretary of State by her authorized representative, Seth W. Whitaker, Ltd. Co. on February 8, 2022;**
  - C. That Helen Hall, a United States citizen located at 309 Hibben Street, Mount Pleasant, South Carolina 29464, is the sole owner of Hush Up and Hustle, LLC and an authorized representative of both Hush Up and Hustle, LLC and Bomb IP, LLC;**
  - D. That Assignor, Hush Up and Hustle, LLC, is the sole, rightful, and undisputed owner of the intellectual property that is the subject of this Agreement with the right to convey;**
  - E. That this Agreement includes the conveyance to Assignee of all intellectual property and associated rights now held by Assignor and listed below, including Assignor's trademark and service mark assets, as well as any "trade dress" and associated right, whether they be federally or state-registered, pending, applied for, or common law mark rights;**
  - F. That this Agreement includes the intellectual property assets listed below, with the intent that Assignee now be assigned and, thus, acquire from Assignor by this Agreement all of Assignor's right, title, and interest in and to the trademark applications and registrations, together with the benefit of any use of the trademarks by Assignor, and the goodwill of the business relations to the Trademarks, collectively and individually, as well as to the goods or services associated with them, to hold unto the Assignee, absolutely and indefinitely; and**
  - G. Including, specifically, along with any common law and other associated rights, United States Patent and Trademark Office (USPTO) Trademark:**

- i. **Registration No. 5791851, for the “Standard Character” (word) mark “CHOCOLATE CRAVINGS”, Int. Cl. 32, filed on May 16, 2018, and registered on July 2, 2019;**
- ii. **Application Ser. No. 88777977, for the “Standard Character” (word) mark “80X20”, Int. Cl. 44, filed on January 29, 2020;**
- iii. **Application Ser. No. 90172102, for the “Standard Character” (word) mark “80x20 App”, Int. Cl. 9, filed on September 10, 2020;**
- iv. **Application Ser. No. 90171141, for the “Standard Character” (word) mark “80x20 Diet”, Int. Cl. 9, 41, and 44 filed on September 10, 2020;**
- v. **Application Ser. No. 90171032, for the “Standard Character” (word) mark “80x20 whole foods, plant-based diet”, Int. Cl. 41, and 44 filed on September 10, 2020;**
- vi. **Application Ser. No. 90142505, for the “Standard Character” (word) mark “80x20 Lifestyle”, Int. Cl. 44, and filed on August 27, 2020;**
- vii. **Application Ser. No. 88364693, for the “Standard Character” (word) mark “80X20”, Int. Cl. 44, and filed on March 31, 2019; and**
- viii. **Application Ser. No. 87796676, for the “Standard Character” (word) mark “Smoothie Bomb”, Int. Cl. 29, and filed on February 13, 2018.**

## II. ASSIGNMENT.

Whereas, Assignee desires to acquire from Assignor all of Assignor’s right, title, and interest in and to the Trademark application(s) and/or registration(s), together with the benefit of any use of the Trademark(s) by Assignor, and the goodwill of the business relations to the Trademark(s) and to the wares or services associated with it, to hold unto Assignee absolutely.

Now therefore, in consideration of the payment of one dollar (\$1.00) and for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

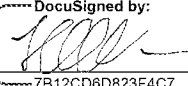
- a. **Trademark Assignment.** Assignor hereby sells, transfers, and assigns to Assignee, its successors and assigns, Assignor’s entire right, title, and interest in and to the Trademark application(s) and/or registration(s), together with **(i)** the benefit of any use of the Trademark(s) by Assignor **(ii)** the goodwill of the business relations to the Trademark(s) and to the wares or services associated with it, and **(iii)** all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark(s) to hold unto Assignee absolutely.
- b. Assignor’s and Assignee’s authorized representative also intends to record a shorter form assignment with the USPTO in the form, attached hereto as **EXHIBIT A**.

[Signature(s) on the following page]

**IN WITNESS WHEREOF**, Assignor and Assignee have duly executed, acknowledged, and agreed to this Intellectual Property Assignment Agreement by affixing their (or authorized representative's) signature, as of the date so written below.

**Authorized Representative of  
Hush Up and Hustle, LLC:**

Signature:

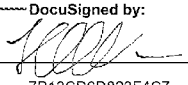
DocuSigned by:  
  
7B12CD6D823F4C7...

Date:

April 27, 2022 | 6:50 AM PDT

**Authorized Representative of  
Bomb IP, LLC:**

Signature:

DocuSigned by:  
  
7B12CD6D823F4C7...

Date:

April 27, 2022 | 6:50 AM PDT

**EXHIBIT A**

**ASSIGNMENT OF TRADEMARK**

Whereas Hush Up and Hustle, LLC, A/K/A Hushup and Hustle, LLC, A/K/A Hushup + Hustle, LLC, A/K/A Hushup X Hustle, LLC (a South Carolina Limited Liability Company)  
(name of assignor)

of 409 King Street, Suite 200, Charleston, South Carolina 29403  
(address)

Owns trademark registration #s 5791851 and application #s 88777977, 90172102, 90171141, 90171032, 90142505, 88364693, and 87796676,

Standard Character (Word) Marks "CHOCOLATE CRAVINGS", "80X20", "80x20 App", "80x20 Diet", "80x20 whole foods, plant-based diet", "80x20 Lifestyle", "80X20", and "Smoothie Bomb".

Whereas Bomb IP, LLC  
(name of assignee)

of 409 King Street, Suite 200 Charleston, South Carolina 29403  
(address)

Whereas, The Assignee desires to acquire from the Assignor all of Assignor's right, title and interest in and to the Trademark application and/or registration, together with the benefit of any use of the Trademark by the Assignor, and the goodwill of the business relations to the Trademark and to the wares or services associated with it, to hold unto the Assignee absolutely.

Now therefore, in consideration of the payment of one dollar (\$1.00) and for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

Trademark Assignment, the Assignor hereby sells, transfers and assigns to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Trademark application and/or registrations, together with (i) the benefit of any use of the Trademark by the Assignor (ii) the goodwill of the business relations to the Trademark and to the wares or services associated with it, (iii) all income, royalties and damages hereafter due or payable to Assignor with respect to the Trademark(s) to hold unto the Assignee absolutely.

\_\_\_\_\_  
(Signature of assignor);

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Name and Title of signatory  
if assignor is a corporation

ASSIGNMENT OF TRADEMARK

Whereas Hush Up and Hustle, LLC, A/K/A Hushup and Hustle, LLC, A/K/A Hushup + Hustle, LLC, A/K/A Hushup X Hustle, LLC (a South Carolina Limited Liability Company)  
(name of assignor)

of 409 King Street, Suite 200, Charleston, South Carolina 29403  
(address)

Owens trademark registration #s 5791851 and application #s 88777977, 90172102, 90171141, 90171032, 90142505, 88364693, and 87796676,

Standard Character (Word) Marks "CHOCOLATE CRAVINGS", "80X20", "80x20 App", "80x20 Diet", "80x20 whole foods, plant-based diet", "80x20 Lifestyle", "80X20", and "Smoothie Bomb".

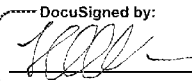
Whereas Bomb IP, LLC  
(name of assignee)

of 409 King Street, Suite 200 Charleston, South Carolina 29403  
(address)

Whereas, The Assignee desires to acquire from the Assignor all of Assignor's right, title and interest in and to the Trademark application and/or registration, together with the benefit of any use of the Trademark by the Assignor, and the goodwill of the business relations to the Trademark and to the wares or services associated with it, to hold unto the Assignee absolutely.

Now therefore, in consideration of the payment of one dollar (\$1.00) and for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

Trademark Assignment, the Assignor hereby sells, transfers and assigns to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Trademark application and/or registrations, together with (i) the benefit of any use of the Trademark by the Assignor (ii) the goodwill of the business relations to the Trademark and to the wares or services associated with it, (iii) all income, royalties and damages hereafter due or payable to Assignor with respect to the Trademark(s) to hold unto the Assignee absolutely.

DocuSigned by:  
  
\_\_\_\_\_  
(Signature of assignor);

Helen Hall, founder

Name and Title of signatory  
if assignor is a corporation

April 27, 2022 | 6:50 AM PDT

Date of Execution