

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728681

<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>
The California Beach Co., LLC		10/20/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Faint Orange Horizon, Inc.		
<b>Street Address:</b>	85 West Street		
<b>City:</b>	Walpole		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02081		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90469663	POP 'N GO ROVR	
<b>Serial Number:</b>	90855687	THE CALIFORNIA VOYAGER BLANKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2483583351		
<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>	2483584400		
<b>Email:</b>	thrasiotm@brookskushman.com		
<b>Correspondent Name:</b>	Robyn S. Lederman		
<b>Address Line 1:</b>	1000 Town Center, 22nd Floor		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48075-1238		
<b>ATTORNEY DOCKET NUMBER:</b>	THRT1264TP		
<b>NAME OF SUBMITTER:</b>	Robyn S. Lederman		
<b>SIGNATURE:</b>	/robyn s lederman/		
<b>DATE SIGNED:</b>	05/18/2022		
<b>Total Attachments: 19</b>			
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## AMENDMENT TO AGREEMENTS

This Amendment to Agreements (this "Amendment"), dated May 2, 2022 is entered into by and amount The California Beach Co., LLC, a California limited liability company, Austin Wright, David Shoham and Faint Orange Horizon, Inc., a Delaware corporation (collectively, the "Parties")

WHEREAS, the Parties have entered into an Intellectual Property Assignment Agreement (the "IPAA") and the Disclosure Schedules prepared in connection with the Asset Purchase Agreement (the "Disclosure Schedules"), each dated as of October 20, 2021 (together, the "Existing Agreements"); and

WHEREAS, the Parties hereto desire to amend the Existing Agreements to include certain intellectual property on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

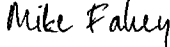
1. Amendments to the Existing Agreements. As of the date hereof, the Existing Agreements are hereby amended or modified as follows:
  - a. In *Exhibit A* of the IPAA, the table below "Trademarks" is hereby amended by inserting the trademarks noted below; and
  - b. In *Schedule 4.09(a)* of the Disclosure Schedules, the table below "Trademarks is hereby amended by inserting the trademarks noted.

Mark	Country	No.
Pop 'N Go	UK	UK00918231599
Pop 'N Go Rovr	US	90469663
Pop 'N Go Rovr	WIPO	IRN: 1609840
The California Beach Co	WIPO	IRN: 1612720
The California Beach Co	WIPO	IRN: 1609766
The California Voyager Blanket	US	90855687
THE CALIFORNIA BEACH BLANKET	WIPO	IRN: A0104760

*[Signature page to follow]*


IN WITNESS WHEREOF, this Amendment has been executed by persons duly authorized.


FAINT ORANGE HORIZON, INC.

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Michael Fahey  
Title: Secretary

THE CALIFORNIA BEACH CO., LLC

By:   
Name: Austin Wright  
Title: CEO

  
AUSTIN WRIGHT

  
DAVID SHOHAM

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**Agreement**”), dated as of October 20, 2021, and is by and among The California Beach Co. LLC, a California limited liability company (the “**Assignor**”), and Faint Orange Horizon, Inc., a Delaware corporation (the “**Assignee**”) pursuant to that certain Asset Purchase Agreement, date as of the date hereof, by and among Assignee and, Assignors (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Assignee and the Assignors shall be referred to herein as the “**Parties**” or each, a “**Party**”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

**NOW, THEREFORE**, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby 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, assumes, and receives all of Assignor’s right, title, goodwill, and interest in and to the following (collectively, the “**Intellectual Property Assets**”):

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

e. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same

and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

[REDACTED]

[REDACTED]

[REDACTED]

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “**Licenses**”);

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee's 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 Intellectual Property Assets to Assignee, or any assignee or successor thereto.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

*[remainder of page left intentionally blank]*

**IN WITNESS WHEREOF**, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

**ASSIGNOR:**

**CALIFORNIA BEACH CO. LLC**

By:   
Name: Austin Wright  
Title: Managing Member

**ASSIGNEE:**

**FAINT ORANGE HORIZON, INC.**

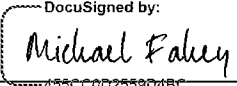
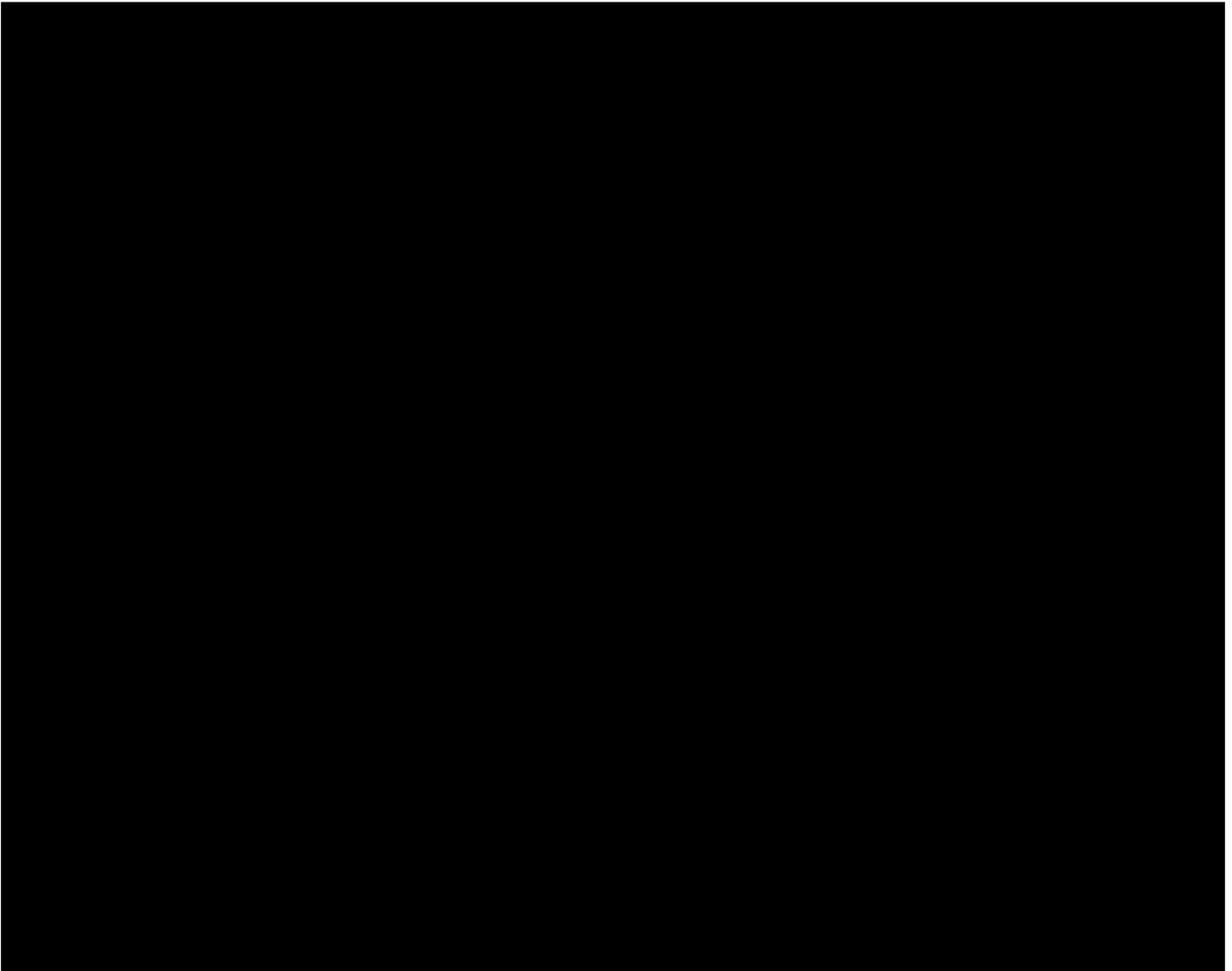
By:   
Name: Michael Fahey  
Title: Secretary



EXHIBIT A











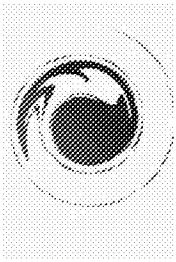
Trademarks

<u>Mark</u>	<u>IP Office</u>	<u>Application #</u>	<u>Registration #</u>	<u>Class/Classification Numbers</u>	<u>Class/Classification Descriptions</u>
POP 'N GO PETS	USPTO	88852832		20, 21, 22	020 - Play yards; Play yards for pets; Pet crates First use: 5/8/2020 Use in commerce: 5/8/2020 021 - Cages for pets First use: 5/8/2020 Use in commerce: 5/8/2020 022 - Tents First use: 5/8/2020 Use in commerce: 5/8/2020
POP 'N GO	USPTO	88861190		20, 21, 22	020 - Pet crates; Play yards; Play yards for pets; Playpens; Playpens for babies; Mats for infant playpens First use: 3/6/2018 Use in commerce: 3/6/2018 021 - Cages for pets 022 - Tents; Tents for mountaineering or camping First use: 3/6/2018

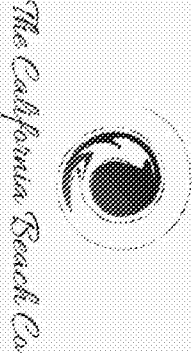
				Use in commerce: 3/6/2018
POP N GO	USPTO	88939810	12, 18, 24, 28	012 - Wagons; Small wagons for children  018 - Umbrellas; Umbrellas for children; Beach umbrellas; Patio umbrellas  024 - (Based on Use in Commerce) Mattress pads(Based on Intent to Use) Blankets for outdoor use; Mattress covers; Covers for mattresses First use: 3/5/2018 Use in commerce: 6/1/2018  028 - Play swimming pools

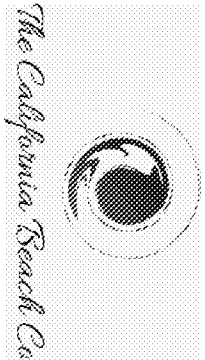
<p>THE CALIFORNIA BEACH CO</p>	<p>USPTO</p>	<p>88939833</p>		<p>12, 18, 24, 28</p>	<p>012 - Wagons;        Small wagons for children        018 - Umbrellas;        Umbrellas for children; Beach umbrellas; Patio umbrellas        024 - (Based on Use in Commerce)        Mattress pads(Based on Intent to Use)        Blankets for outdoor use; Mattress covers; Covers for mattresses        First use: 3/5/2018        Use in commerce: 6/1/2018        028 - Play swimming pools</p>
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	USPTO	88939898		12, 18, 20, 22, 24, 28	<p>012 - Wagons; Small wagons for children</p> <p>018 - Umbrellas; Umbrellas for children; Beach umbrellas; Patio umbrellas</p> <p>020 - Play yards; Play yards for pets; Playpens; Playpens for babies</p> <p>First use: 3/5/2018</p> <p>Use in commerce: 6/1/2018</p> <p>022 - Tents</p> <p>First use: 3/5/2018</p> <p>Use in commerce: 6/1/2018</p> <p>024 - (Based on Use in Commerce) Mattress pads(Based on Intent to Use) Blankets for outdoor use; Mattress covers; Covers for mattresses</p> <p>First use: 3/5/2018</p> <p>Use in commerce: 6/1/2018</p> <p>028 - Play</p>
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				<p>swimming pools</p>
	<p>USPTO</p>	<p>88939864</p>	<p>12, 18, 24, 28</p>	<p>012 - Wagons;        Small wagons for children        018 - Umbrellas;        Umbrellas for children; Beach umbrellas; Patio umbrellas        024 - (Based on Use in Commerce)        Mattress pads(Based on Intent to Use)        Blankets for outdoor use; Mattress covers; Covers for mattresses        First use: 3/5/2018</p>

					Use in commerce: 6/1/2018 028 - Play swimming pools
	USPTO	88084796	5808455	20	020 - Play yards, Play yards for pets First use: 3/5/2018 Use in commerce: 6/1/2018
THE CALIFORNIA BEACH CO	USPTO	88084792	5815496	20	020 - Play yards, Play yards for pets First use: 6/1/2018 Use in commerce: 6/1/2018
POP N GO PLAYPEN	USPTO	88129425	5869723	20, 22	020 - Play yards; Play yards for pets; Playpens for babies First use: 3/6/2018 Use in commerce: 3/6/2018 022 - Tents; Tents; Tents for mountaineering or camping First use: 3/6/2018 Use in commerce:

						3/6/2018
[REDACTED]						
POP N GO BEACH BLANKET	USPTO	88950332		24		024 - Blankets for outdoor use
THE CALIFORNIA BEACH BLANKET	USPTO	90078773		24		024 - Blankets for outdoor use
THE CALIFORNIA BEACH UMBRELLA	USPTO	90078814		18		018 - Umbrellas; Umbrellas for children; Beach umbrellas; Patio umbrellas

