

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM742187

<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>
Alice and Ames, Inc.		07/13/2022	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Steelhead Acquisition BB, Inc.		
<b>Street Address:</b>	3739 Balboa St. #1232		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94121		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5316934	ALICE + AMES	
<b>Registration Number:</b>	5316937	ALICE + AMES	
<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>	415-983-1234		
<b>Email:</b>	sfrademarks@pillsburylaw.com		
<b>Correspondent Name:</b>	Sam E. Iverson		
<b>Address Line 1:</b>	P.O. Box 2824		
<b>Address Line 2:</b>	Calendar/Docketing Department		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94126-2824		
<b>ATTORNEY DOCKET NUMBER:</b>	63572-000009		
<b>NAME OF SUBMITTER:</b>	Sam E. Iverson		
<b>SIGNATURE:</b>	/Sam E. Iverson/		
<b>DATE SIGNED:</b>	07/19/2022		
<b>Total Attachments: 4</b>			
source=Trademark Assignment to APA - Aestuary - Alice + Ames (July 13, 2022) 4895-4593-4121 v.1#page1.tif			
source=Trademark Assignment to APA - Aestuary - Alice + Ames (July 13, 2022) 4895-4593-4121 v.1#page2.tif			
source=Trademark Assignment to APA - Aestuary - Alice + Ames (July 13, 2022) 4895-4593-4121 v.1#page3.tif			

CH \$65.00 5316934



## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the “Agreement”), effective as of July 13, 2022 (the “Effective Date”), is by and Alice and Ames, Inc. an Arizona corporation (“Assignor”), and Steelhead Acquisition BB, Inc., a Delaware corporation (“Assignee”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement (as defined below).

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated July 12, 2022 (the “Purchase Agreement”), pursuant to which, effective as of the Closing, Assignor has agreed to assign all of its right, title and interest in the Purchased Assets to Assignee, subject to the terms and conditions set forth therein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignment. Assignor hereby conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest worldwide in and to the trademarks, trade names, service marks and/or trade dress listed on **Schedule A** attached hereto, including any trademark applications and registrations, all common law trademark rights, all domain names, and the goodwill symbolized by and associated with the use of the same, together with all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement and receive all damages, payments and costs and fees associated therewith (collectively, the “Trademarks”).

Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, and agreements relating to the Purchased Assets are incorporated herein by reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

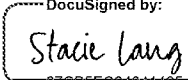
Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the dates signed below.

**ASSIGNOR**

By:   
Name: Stacie Lang  
Title: owner  
Date: July 13, 2022

**ASSIGNEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the dates signed below.

**ASSIGNOR**

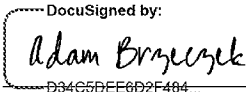
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNEE**

By:  \_\_\_\_\_  
D34C5DBEE6D2F404...


Name: Adam Brzeczek \_\_\_\_\_

Title: Chief Executive Officer \_\_\_\_\_

Date: July 13, 2022 \_\_\_\_\_

**Schedule A**

**Trademark Registrations**

<b>Country</b>	<b>Mark</b>	<b>Class</b>	<b>Registration No.</b>	<b>Registration Date</b>
United States	ALICE + AMES	25	5316934	10/24/2017
United States		25	5316937	10/24/2017