

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM801010

<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>
QSEEL INC		02/02/2023	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Loola Inc.		
<b>Street Address:</b>	7726 Winegard Road, 2nd Fl, Suite 284		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32809		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6523611	TOTIK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4079554654		
<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>	407-512-4394		
<b>Email:</b>	jenglert@theorlandolawgroup.com		
<b>Correspondent Name:</b>	Jennifer A. Englert		
<b>Address Line 1:</b>	12301 Lake Underhill Road, Suite 213		
<b>Address Line 4:</b>	Orlando, FLORIDA 32828		
<b>NAME OF SUBMITTER:</b>	Jennifer A. Englert		
<b>SIGNATURE:</b>	/Jennifer A. Englert/		
<b>DATE SIGNED:</b>	04/06/2023		
<b>Total Attachments: 2</b>			
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OP \$40.00 6523611

ASSIGNMENT OF TRADEMARK

Whereas QSEEL INC (“Assignor”)

of 1121 13th St. #187 Boulder COLORADO 80302,

a Colorado corporation

Owms Trademark reg. no. 6523611

Word Mark TOTIK.

Whereas Loola, Inc. (“Assignee”)

of 18102 Victorian Drive, Clermont, FL 34715,

a Florida corporation

Desires to own the above-referenced Trademark.

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

Whereas, the Assignor warrants that they have supplied the Assignee with copies of any co-existence agreements, consent letters, or licensing agreements that affect the Trademark(s) and the Assignee has found them acceptable.

Now therefore, in consideration of the payment of \$2,800.00 USD before discounts and commissions 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(s) and/or registration(s), together with (i) the benefit of any use of the Trademark(s) by the Assignor (ii) the goodwill of the business relations to the Trademark(s) and to the wares or services associated with it, (iii) any and all relevant social media accounts, high resolution logo files, and domain names held by Assignor if applicable, (iv) all income, royalties and damages hereafter due or payable to Assignor with respect to the Trademark(s) to hold unto the Assignee absolutely.

If applicable, Assignor will withdraw from Amazon Brand Registry or transfer their Brand-Registered Amazon account to Assignee as soon as possible so that buyer can have access to Brand Registry. If Assignee is unable to get Amazon Brand Registry access because of Assignor's inaction, Assignor will take the necessary steps to clear the way for Assignee to get Amazon Brand Registry access.

During the first three months following the execution of the Assignment, if requested to do so by Assignee, Assignor will respond to third party ownership verification inquiries sent by online platforms such as Amazon Brand Registry, Instagram, and the Apple App Store in the manner required to verify that Assignee is the new owner of the Trademark(s).

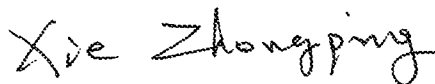
Aside from the above, Assignor is not required to take any affirmative steps to verify Assignee's ownership of the Trademark(s). If Assignee wishes to record the Assignment with the United States Patent and Trademark Office, Assignee is responsible for doing so.

A neutral third party will hold the payment described above until the following conditions are satisfied:

1. This agreement is signed by both parties and thus the trademark assignment is executed and legally valid; and
2. The has validly initiated the transfer of the relevant domain name(s), if any.

This Agreement and any dispute or controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of law principles thereof.

Date of Execution: February 2, 2023



\_\_\_\_\_  
Signature of Assignor;

Xie Zhongping  
Owner, QSEEL INC  
Assignor



\_\_\_\_\_  
Teresa M. Guastella (Feb 2, 2023 15:36 EST)

Signature of Assignee;

Teresa Guastella  
Founder, and Managing Partner, Loola, Inc.  
Assignee