

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817394

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| Hey Favor, Inc.   |  | 06/12/2023            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Pepper Park, LLC                                   |                       |                       |
| <b>Street Address:</b>  | 29 W 30th Street, 4th Floor                        |                       |                       |
| <b>City:</b>  | New York   |                       |                       |
| <b>State/Country:</b>   | NEW YORK   |                       |                       |
| <b>Postal Code:</b>   | 10001  |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 97341610   | F                     |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 4156932222   |                       |                       |
| <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>   | 4156932000   |                       |                       |
| <b>Email:</b>   | trademarks@cooley.com                              |                       |                       |
| <b>Correspondent Name:</b>  | Judd D. Lauter of Cooley LLP                       |                       |                       |
| <b>Address Line 1:</b>  | 1299 Pennsylvania Avenue, NW, Suite 700            |                       |                       |
| <b>Address Line 2:</b>  | IP Docketing Department                            |                       |                       |
| <b>Address Line 4:</b>  | Washington, D.C. 20004                             |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Drue Anne Koons                                    |                       |                       |
| <b>SIGNATURE:</b>   | /Drue Anne Koons/                                  |                       |                       |
| <b>DATE SIGNED:</b>   | 06/14/2023   |                       |                       |
| <b>Total Attachments: 4</b>   |  |                       |                       |
| source=Project Park - 2023.06.13 - Confirmatory Trademark Assignment#page1.tif  |  |                       |                       |
| source=Project Park - 2023.06.13 - Confirmatory Trademark Assignment#page2.tif  |  |                       |                       |
| source=Project Park - 2023.06.13 - Confirmatory Trademark Assignment#page3.tif  |  |                       |                       |
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CH \$40.00 97341610

## CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (the “**Assignment**”), effective as of June 12, 2023 (the “**Effective Date**”), is entered into by and between **HEY FAVOR, INC.**, a Delaware corporation (**Assignor**”), and **PEPPER PARK, LLC**, a Delaware limited liability company (“**Pepper Park**” and collectively with any designee or Affiliate of Pepper Park LLC as determined in its sole discretion, “**Assignee**”). Assignor and Assignee are referred to in this Assignment each individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Assignor, Assignee and the other parties thereto entered into that certain Asset Purchase Agreement, dated May 5, 2023 (as amended by that certain Amended and Restated Asset Purchase Agreement, dated as of May 26, 2023, and as it may be further amended or otherwise modified from time to time, the “**APA**”), to transfer and contribute, from Assignor and Assignee, the “**Acquired Assets**,” including but not limited to the “**Acquired Intellectual Property**,” as such terms are defined in the APA.

WHEREAS, pursuant to Section 3.2(c) of the APA, Assignee and Assignor desire to execute the assignment set forth herein, to express and confirm that with the APA they intended to transfer, and to the extent permitted by applicable law did transfer, all of the Acquired Assets and the portion of the business relating to the Marks (as defined below), including but not limited to any and all rights, title, and interest in or to the Marks, together with the goodwill associated therewith and symbolized thereby.

NOW, THEREFORE in consideration of the mutual promises set forth in the APA and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. Assignment.** Assignor hereby assigns, transfers, and conveys, as of the Effective Date, any and all right, title, and interest in and to the trademarks and corresponding trademark filings identified in **Exhibit A** hereto (the “**Marks**”) including any and all common law rights and goodwill associated therewith, whether in standard character form or with any stylization or design used therewith, as well as any and all rights to sue for past or future infringement. Assignee hereby accepts the foregoing assignment, transfer, and conveyance. Pursuant to the APA, Assignee is the successor to that portion of the business of Assignor to which the Marks pertain.

**2. Relationship to the APA.** This Assignment is pursuant to Section 3.2(c) of the APA and does not amend, modify, or replace any terms of the APA. In the event of any conflict between the terms of the APA and this Assignment, the terms of the APA shall govern.

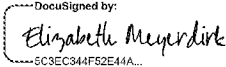
**3. Counterparts.** This Assignment may be executed in any number of counterparts, including counterparts executed by facsimile or electronic (e.g., PDF) transmission, each of which shall be an original, but all of which together shall constitute one instrument. Photographic, facsimile, or electronic copies of such signed counterparts may be used in lieu of the originals for any purpose. Electronic signatures have the same effect as ink signatures.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed.

**HEY FAVOR, INC.**

**PEPPER PARK, LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
Elizabeth Meyerdirk  
-SC3EC344F52E41A...

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

Name: Liz Meyerdirk  
Title: Chief Executive Officer

Name: Olivia Jahn  
Title: Authorized Person

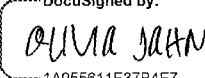
**IN WITNESS WHEREOF**, the Parties hereto have caused this Assignment to be duly executed.

**HEY FAVOR, INC.**

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


Name:  
Title:

**PEPPER PARK, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
1A955811E37B4E7

Name: Olivia Jahn  
Title: Authorized Person

Exhibit A

| Trademark Filings   |               |                 |                  |
|---|---------------|-----------------|------------------|
| Trademark   | Country       | Application No. | Registration No. |
|  | United States | 97/341,610      | N/A              |

Unregistered Trademarks

- PILL CLUB
- THE PILL CLUB
- 

