

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jiggy Puzzles LLC		08/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Steelhead Acquisition EE, Inc.		
Street Address:	3739 Balboa St #1232		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6196440	JIGGY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	415.983.1234		
Email:	sftrademarks@pillsburylaw.com		
Correspondent Name:	Sam E. Iverson		
Address Line 1:	P.O. Box 2824		
Address Line 2:	Calendar/Docketing Department		
Address Line 4:	San Francisco, CALIFORNIA 94126-2824		
NAME OF SUBMITTER:	Sam E. Iverson		
SIGNATURE:	/Sam E. Iverson/		
DATE SIGNED:	08/21/2023		
Total Attachments: 4			
source=Aestuary - Jiggy Puzzles - Trademark Assignment Agreement (Executed) 4862-1412-3384 v.2#page1.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”), effective as of August 17, 2023 (the “**Effective Date**”), is by and between Jiggy Puzzles LLC, a Delaware limited liability company, with its address at 1000 Brickell Ave., Ste. 1715 PMB 1722, Miami, FL 33131 (“**Assignor**”), and Steelhead Acquisition EE, Inc., a Delaware corporation, with its address at 3739 Balboa St #1232, San Francisco, CA 94121 (“**Assignee**”). Capitalized terms used 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 August 17, 2023 (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 hereto agree as follows:

1. **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**”).

2. **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.

3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission (including DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. **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 Agreement to be duly executed as of the date first above written.

ASSIGNOR:

STEELHEAD ACQUISITION EE, INC.

DocuSigned by:

By: _____
Name: Adam Brzeczek
Title: Chief Executive Officer

ASSIGNEE:

JIGGY PUZZLES LLC

By: _____
Name: Kaylin Marcotte
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of the date first above written.

ASSIGNOR:

STEELHEAD ACQUISITION EE, INC.

By: _____
Name: Adam Brzeczek
Title: Chief Executive Officer



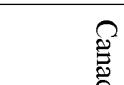


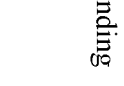
ASSIGNEE:

JIGGY PUZZLES LLC

By: 
Name: Kaylin Marcotte
Title: Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

Schedule A
Trademark Registrations & Pending Applications

Mark	Jurisdiction	Status	Class	App. No.	App. Date	Reg. No.	Reg. Date
	United States	Registered	28, 35	88588192	8/22/2019	6196440	11/10/2020
	Canada	Pending	28, 35	2101814	4/22/2021		
	European Union	Registered	28, 35	018461187	4/23/2021	018461187	9/3/2021
	United Kingdom	Registered	28, 35	UK00003630818	4/22/2021	UK00003630818	11/12/2021
	European Union	Registered	28, 35	018469158	5/10/2021	018469158	9/3/2021
	Canada	Pending	28, 35	2105170	5/6/2021		