

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843737

<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>
Dirty Dough		07/13/2023	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dirty Dough Enterprises		
<b>Street Address:</b>	632 N 2000 W		
<b>Internal Address:</b>	#100		
<b>City:</b>	Lindon		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84042		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7101074	DEEPER THAN DOUGH	
<b>Registration Number:</b>	5972046	DIRTY DOUGH	
<b>Serial Number:</b>	97753783	BETTER THAN	
<b>Serial Number:</b>	98031476	DIRTY CHURRO	
<b>Serial Number:</b>	97772521	DIRTY CIRCUS	
<b>Serial Number:</b>	97747763	DIRTY DOUGH	
<b>Serial Number:</b>	97749530	DIRTY DOUGH	
<b>Serial Number:</b>	97757588	DIRTY DOUGH	
<b>Serial Number:</b>	97750641	DIRTY DOUGH	
<b>Serial Number:</b>	97417857	DIRTY DOUGH	
<b>Serial Number:</b>	97749033	DIRTY DOUGH	
<b>Serial Number:</b>	98031445	DIRTY FRITTER	
<b>Serial Number:</b>	97720780	DIRTY KOLACHES	
<b>Serial Number:</b>	97669551	DIRTY SCOOP	
<b>Serial Number:</b>	98031461	DIRTY SMIRK	
<b>Serial Number:</b>	97785117	IT'S THE INSIDE THAT COUNTS	
<b>Serial Number:</b>	97785107	IT'S WHAT'S ON THE INSIDE THAT COUNTS	
<b>Serial Number:</b>	97417743	KANGAROO COOKIES	

OP \$590.00 7101074

Property Type	Number	Word Mark
Serial Number:	97417442	KANGAROO COOKIES
Serial Number:	97794480	LET'S DOUGH
Serial Number:	97788907	LIFE IS SWEET
Serial Number:	97753808	OOEY GOOEY
Serial Number:	97417904	PROUDLY UNIQUE INSIDE AND OUT

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 3853216179

**Email:** jayne@sandersiplaw.com

**Correspondent Name:** Jason Sanders

**Address Line 1:** 240 N. East Promontory, # 200

**Address Line 4:** Farmington, UTAH 84025

<b>ATTORNEY DOCKET NUMBER:</b>	DD.0
<b>NAME OF SUBMITTER:</b>	Jason Sanders
<b>SIGNATURE:</b>	/Jason Sanders/
<b>DATE SIGNED:</b>	10/04/2023

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”), dated effective as of July 13, 2023, is made pursuant to the terms of that certain Contribution Agreement of even date herewith (the “**Contribution Agreement**”) entered into by Dirty Dough LLC, an Arizona limited liability company (“**Contributor**”), and Dirty Dough Enterprises, Inc., a Delaware corporation (the “**Company**”). Capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Contribution Agreement.

WHEREAS, pursuant to the Contribution Agreement, Contributor has conveyed, transferred, and assigned to the Company, among other assets, certain intellectual property of Contributor, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions, upon the terms and subject to the conditions more fully set forth therein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Contribution Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignment. Contributor hereby irrevocably conveys, transfers, and assigns to the Company, and the Company hereby accepts, all of Contributor’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto, together with the goodwill of the Business connected with the use thereof and symbolized thereby;

(b) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the Business connected with the use thereof and symbolized thereby;

(c) the domain name registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the Business connected with the use thereof and symbolized thereby;

(d) the social media accounts set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the Business connected with the use thereof and symbolized thereby;

(e) all rights of any kind whatsoever of Contributor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Contributor hereby authorizes the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by the Company. Following the date hereof, upon the

Company's reasonable request, Contributor shall take such steps and actions, and provide such cooperation and assistance to the Company (at no cost to Contributor) 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 Assigned IP to the Company, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Contributor and the Company with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein and are herein incorporated by this reference. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same Agreement, binding on the parties. The signature of any party to any counterpart hereof will be deemed a signature to, and may be appended to, any other counterpart hereof. In the event that any signature to this Agreement or any Ancillary Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file (or any other electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docuSign.com), such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Once signed, this Agreement may be delivered by facsimile or ".pdf" format, and any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile or portable document format) is considered an original.

*[Signature pages follow]*

IN WITNESS WHEREOF, This Agreement is executed effective as of the date first set forth above.

**CONTRIBUTOR:**

DIRTY DOUGH LLC

DocuSigned by:  
By: Bennett Maxwell  
21FE0583AD184C0...  
Name: Bennett Maxwell  
Title: Manager

**BUYER:**

DIRTY DOUGH ENTERPRISES, INC.

DocuSigned by:  
By: Bennett Maxwell  
21FE0583AD184C0...  
Name: Bennett Maxwell  
Title: Chief Executive Officer

*[Signature page to Intellectual Property Assignment Agreement]*

**SCHEDULE 1****ASSIGNED IP****1. Patents.**

None.

**2. Registered Trademarks.**

<b>MARK</b>	<b>Registration No</b>	<b>Filed</b>	<b>Jurisdiction</b>
DEEPER THAN DOUGH	7,101,074	February 9, 2023	United States
DIRTY DOUGH	5,972,046	July 6, 2019	United States

**Trademark Applications**

<b>MARK</b>	<b>Application No</b>	<b>Filed</b>	<b>Jurisdiction</b>
BETTER THAN	97753783	January 13, 2023	United States
DIRTY CHURRO	98031476	June 7, 2023	United States
DIRTY CIRCUS	97772521	January 30, 2023	United States
DIRTY DOUGH	97747763	January 10, 2023	United States
DIRTY DOUGH	97749530	January 11, 2023	United States
DIRTY DOUGH	97757588	January 17, 2023	United States
DIRTY DOUGH	2263072	June 8, 2023	Canada
DIRTY DOUGH	97750641	January 11, 2023	United States
	2263073	June 8, 2023	Canada
	249221-30-0	August 30, 2022	Puerto Rico
	249224-39-0	August 30, 2022	Puerto Rico
	249225-43-0	August 30, 2022	Puerto Rico
	249222-35-0	August 30, 2022	Puerto Rico
	97417857	May 18, 2022	United States
	97749033	January 10, 2023	United States
DIRTY FRITTER	98031445	June 7, 2023	United States

DIRTY KOLACHES	97720780	December 16, 2022	United States
DIRTY SCOOP	97669551	November 9, 2022	United States
DIRTY SMIRK	98031461	June 7, 2023	United States
IT'S THE INSIDE THAT COUNTS	97785117	February 7, 2023	United States
IT'S WHAT'S ON THE INSIDE THAT COUNTS	97785107	February 7, 2023	United States
	97417743	May 18, 2022	United States
KANGAROO COOKIES	97417442	May 18, 2022	United States
LET'S DOUGH	97794480	February 14, 2023	United States
LIFE IS SWEET	97788907	February 9, 2023	United States
OOEY GOOEY	97753808	January 13, 2023	United States
PROUDLY UNIQUE INSIDE AND OUT	2263071	June 8, 2023	Canada
PROUDLY UNIQUE INSIDE AND OUT	97417904	May 18, 2022	United States

**3. Domain Names.**

dirtydough.com  
dirtydoughcookies.com  
ddnws.com

**4. Social Media Accounts.**

Instagram – @dirty\_dough  
Facebook – <https://www.facebook.com/dirtydoughcookies/>  
Twitter - @thedirtydough