

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM872273

<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>
WISHFUL SEASONING USA LLC		01/01/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Elevate Brands OpCo LLC		
<b>Street Address:</b>	82 NASSAU ST # 60375		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10038		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5596773	42 NUTRITION	
<b>Registration Number:</b>	4828744	ENCHA	
<b>Registration Number:</b>	4707562	SARI	
<b>Registration Number:</b>	6446301	WISHFUL SEASONING	
<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>Email:</b>	ip@sellerx.com		
<b>Correspondent Name:</b>	Tomasz Krzywicki		
<b>Address Line 1:</b>	Jägerstr. 41		
<b>Address Line 2:</b>	c/o MXP Prime Platform GmbH		
<b>Address Line 4:</b>	Berlin, GERMANY 10117		
<b>NAME OF SUBMITTER:</b>	Tomasz Krzywicki		
<b>SIGNATURE:</b>	/Tomasz Krzywicki/		
<b>DATE SIGNED:</b>	01/30/2024		
<b>Total Attachments: 3</b>			
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source=Wishful to Opco#page2.tif			

OP \$115.00 5596773



## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this “**IP Assignment**” is made and entered by and among Wishful Seasoning USA LLC (the “**Seller**”), in favor of Elevate Brands OpCo LLC (the “**Buyer**”).

### RECITALS:

A. The Buyer, the Seller, and certain other party thereto have entered into an asset purchase agreement dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Seller, certain of the assets of the Seller as from 1 January 2023 (the “**Effective Date**”).

B. Pursuant to the Purchase Agreement, the Seller is conveying, transferring, and assigning to the Buyer, certain intellectual property of the Seller, and has agreed to execute and deliver this IP Assignment to reflect such conveyance, transfer, and assignment and for recording with the EUIPO, the UK IPO, the USPTO, the WIPO and any corresponding entities or agencies in any applicable jurisdictions.

### AGREEMENT:

**NOW THEREFORE**, the parties hereby agree as follows:

**1. Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers, and assigns to the Buyer as from the Effective Date all right, title, and interest in and to the following (collectively, the “**Assigned IP**”):

(a) all the Intellectual Property Assets and all of the Seller’s right, title, and interest in, to, and under any assigned contracts relating to the Intellectual Property Assets;

(b) the trademarks set forth on **Schedule 1** hereto , and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the trademarks;

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

(d) 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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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.** The Seller hereby authorizes the Commissioner for the EUIPO, the WIPO, the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Buyer. Following the Effective Date, the Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer 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 or desirable to effect, evidence, or perfect the assignment of the Assigned IP to the Buyer, or any assignee or successor thereto.

**3. Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Buyer with respect to the Assigned IP. Any and all representations, warranties, covenants, agreements, and indemnities 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 of this IP Assignment, the terms of the Purchase Agreement shall govern.

**4. Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the Seller and their successors and assigns.

**5. Governing Law.** This IP Assignment shall be governed by and construed in accordance with the internal laws of the state of New York, US. without giving effect to any choice or conflict of law provision or rule (whether of the US or any other jurisdiction).

**6. Counterparts; Facsimile.** This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same final IP Assignment. The exchange of copies of this IP Assignment and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this IP Assignment as to the parties and may be used in lieu of the original IP Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

**IN WITNESS WHEREOF**, the Seller has duly executed and delivered this IP Assignment as of the Effective Date.

**THE SELLER:**

**Wishful Seasoning USA LLC**

By: Elevate Brands OpCo LLC, its managing member

By: Elevate Brands HoldCo Inc., its managing member

Date: 12/20/2023

By: 

Name: Philipp Triebel  
Title: Chief Executive Officer

**THE BUYER:**

**Elevate Brands OpCo LLC**

By: Elevate Brands HoldCo Inc., its managing member

Date: 12/20/2023

By: 

Name: Philipp Triebel  
Title: Chief Executive Officer

**SCHEDULE 1**

<b>Trademark</b>	<b>Office</b>	<b>Trademark number</b>
42 NUTRITION	USPTO	87532708
ENCHA	USPTO	86441259
ENCHA	WIPO	1666870
ENCHA MATCHA	Japan	6620269
SARI	USPTO	86346413
SARI	UK IPO	UK00916121642
SARI	EUIPO	16121642
Sari Foods Co	UK IPO	UK00003147611
WISHFUL SEASONING	USPTO	90304719
ENCHA 恩茶人生	CNIPA	22800447-30
恩茶人生;ENCHA	CNIPA	22800448-21