

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI39499

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Intellectual Property Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sky Marketing Consultants, LLC		02/01/2024	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	F2 Strategy, LLC		
<b>Street Address:</b>	50 Claire Way		
<b>City:</b>	Belvedere Tiburon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94920		
<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>Registration Number:</b>	4791853	SKY MARKETING CONSULTANTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>	2027395074		
<b>Email:</b>	jennifer.evans@morganlewis.com		
<b>Correspondent Name:</b>	Jennifer Evans		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue		
<b>Address Line 4:</b>	Washington , DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	136277-0002		
<b>NAME OF SUBMITTER:</b>	JENNIFER EVANS		
<b>SIGNATURE:</b>	JENNIFER EVANS		
<b>DATE SIGNED:</b>	02/20/2024		
<b>Total Attachments: 6</b>			
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**CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT**

**February 1, 2024**

THIS CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT (the “**Assignment**”) is entered into as of the date first written above (the “**Effective Date**”) by Sky Marketing Consultants, LLC, a Missouri limited liability company (“**Assignor**”), in favor of F2 Strategy, LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”), pursuant to which Assignor transferred to Assignee, among other things, all of Assignor’s right, title, and interest in and to all Intellectual Property, including the Business Intellectual Property set forth on Exhibit A attached hereto; and

WHEREAS, Assignor and Assignee wish to confirm the assignment of all Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby confirms that it irrevocably sold, assigned, conveyed, granted and transferred to Assignee all of its right, title, and interest in and to the Intellectual Property, including all goodwill associated therewith and all rights of action and remedies for past, present, and future infringements, in each case, free and clear of all liens, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.

2. Acceptance of Assignment. Upon the terms and subject to the conditions set forth herein and in the Asset Purchase Agreement, Assignee hereby accepted the foregoing assignment and Assignor’s entire right, title and interest in, to and under the Intellectual Property.

3. Further Assurances. Following the Effective Date, as and when requested by a Party and without further consideration, each Party, and Jeremy Jackson and Joshua Roesslein, will execute and deliver, or cause to be executed and delivered, such other documents and instruments and will take, or cause to be taken, such further or other actions as the other Party may reasonably request or as otherwise necessary to evidence and effectuate the consummation of the transactions provided for in this Assignment.

4. Governing Law. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered, in person or by facsimile or electronic image scan, receipt acknowledged in each case, to the other Party to this Assignment.

6. Entire Agreement. This Assignment together with the Asset Purchase Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement

will control. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

Assignor:

SKY MARKETING CONSULTANTS, LLC

DocuSigned by:  
*Jeremy Jackson*  
By: \_\_\_\_\_  
02DC111B78EF44A...  
Name: Jeremy Jackson  
Title: Manager

Agreed as to Paragraph 3 and  
Acknowledged:

DocuSigned by:  
*Jeremy Jackson*  
\_\_\_\_\_  
02DC111B78EF44A...  
Jeremy Jackson

DocuSigned by:  
*Joshua D. Roesslein*  
\_\_\_\_\_  
F4A54F6DDD5945F...  
Joshua Roesslein

Assignee:

F2 STRATEGY, LLC

By:   
061008C6F51B487...

Name: Douglas Fritz  
Title: Chief Executive Officer

Exhibit A

Business Intellectual Property

(a) Owned Intellectual Property

i. Registered Intellectual Property

A. Trademarks:

<b>REGISTRATION NUMBER</b>	4791853
<b>REGISTRATION DATE</b>	08/11/2015
<b>SERIAL NUMBER</b>	86344403
<b>MARK SECTION</b>	
<b>MARK</b>	SKY MARKETING CONSULTANTS (see, <u>mark</u> )

B. Copyrights: None.

C. Patents: None.

D. Domain names:

1. skymcs.com
2. skymarketingconsultants.com
3. skymarketingconsultants.net

E. Phone numbers:

1. 314-394-2399
2. 314-394-2398
3. 314-394-2397
4. 314-394-0838
5. 314-706-2341
6. 314-591-3071
7. 314-591-0802
8. 314-394-0512
9. 314-964-1733

ii. Material unregistered Owned Intellectual Property

A. Trademarks:



1.

B. Copyrights:

1. Website and social media content (narrative text, images, and videos).
2. Marketing materials.
3. PowerPoint template.

C. Trade secrets:

1. Marketing strategy
2. Operating procedures
3. Industry knowledge

D. Social media accounts:

1. LinkedIn: <https://www.linkedin.com/company/sky-marketing-consultants>.

(b) Licensed Intellectual Property

1. None other than standard, unmodified off-the-shelf software.