

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI162595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tape Plus Brands, LLC		03/14/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Infinite Commerce, Inc.		
Street Address:	113 Cherry St. PMB 155051		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5763586	AQULIUS	
Registration Number:	5767831	ARTELLIUS	
Registration Number:	5190790	TAPE PLUS	
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:	6263585100		
Email:	chris.walsh@infinitecommerce.com		
Correspondent Name:	Chris Walsh		
Address Line 1:	113 Cherry St PMB 155051		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	CHRISTOPHER WALSH		
SIGNATURE:	CHRISTOPHER WALSH		
DATE SIGNED:	05/16/2024		
Total Attachments: 16			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of March 14, 2024, by and between Infinite Commerce, Inc., a Delaware corporation (“Assignee”) and [REDACTED] Tape Plus Brands, LLC, a Delaware limited liability company, [REDACTED] (each an “Assignor” and collectively, “Assignors”).

WHEREAS, pursuant to that certain [REDACTED] Sale Agreement, dated as of the date hereof, by and among Infinite Commerce Holdings LLC f/k/a Juvo Solutions, LLC (“Buyer”), Seller, Agent and the Credit Parties (as defined therein) (the “Sale Agreement”), the Agent has agreed to sell and transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase, acquire and receive from Agent, the Purchased Assets (as defined therein), upon the terms set forth in the Sale Agreement. Capitalized terms used but not otherwise defined herein shall have their respective meanings as set forth in the Sale Agreement;

WHEREAS, the Sale Agreement contemplates the execution of this Agreement and this Agreement is upon the conditions of the Sale Agreement;

WHEREAS, pursuant to the Sale Agreement, Buyer has assigned to Assignee the right to acquire the Purchased Intellectual Property (as defined below) and Assignee has accepted such assignment;

WHEREAS, Assignors desire to transfer to Assignee, and Assignee desires to receive from Assignors, all of Assignors’ right, title and interest in, to and under the Purchased Intellectual Property (as defined below), including all of the intellectual property rights in, to and under the Purchased Intellectual Property and all goodwill associated with the Purchased Intellectual Property, upon the terms and subject to the conditions of the Sale Agreement and as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises provided herein, the Sale Agreement, and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment of Purchased Intellectual Property. Assignors hereby irrevocably and unconditionally grant, convey, transfer and assign to Assignee all of Assignors’: (a) worldwide right, title and interest in, to and under (i) all copyrights owned, used or held for use in the operation of the business of Assignors, including all common law rights and applications and registrations for the foregoing set forth on Exhibit A, (ii) all patent rights owned, used or held for use in the operation of the business of Assignors, including the applications and issued patents set forth on Exhibit B, and all future patents that may issue from such patent rights throughout the world, all

divisionals, continuations in whole or in part, reexaminations, reissues, substitutions or extensions of any of the foregoing, all foreign counterparts to any of the foregoing and the right to claim priority to the same, (iii) all trademark, trade name and service mark rights, in each case owned, used or held for use in the operation of the business of Assignors, including all common law rights and applications and registrations for the foregoing, set forth on Exhibit C, and the right to claim priority to the same and all renewals thereof, together with the goodwill of the business of Assignors symbolized by and associated with the foregoing, (iv) all brands, certification marks, logos, trade dress, trade names and other similar indicia of source or origin whether registered or not, together with the goodwill connected with the use of and symbolized by and all registrations, applications for registration and renewals of, any of the foregoing, including the right to claim priority to the same and all renewals thereof, together with the goodwill of the business of Assignors symbolized by and associated with the foregoing, (v) all domain names, email addresses, and social media accounts, in each case, owned, used or held for use in the operation of the business of Assignors including those set forth on Exhibit D, together with any and all trademark and service mark rights and the goodwill associated therewith, (vi) all inventions (whether or not patentable and/or whether or not reduced to practice), shop rights, business and technical information, designs, blue prints, product designs, industrial designs, new product development, research and development and drawings for new products or systems, ideas, including but not limited to, conceptual ideas, developed ideas, tangible or intangible embodiments of any of the foregoing; (vii) all other intellectual property owned, used or held for use in the operation of the business of Assignors, including but not limited to recipes, (viii) all trade secrets and confidential business information, including confidential ideas, research and development, know-how, methods, formulas, compositions, manufacturing and production processes and techniques, technical and other data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals, (ix) all intellectual property or other rights associated with Amazon Standard Identification Number (ASIN) or other similar code used for identification of any product, including, but not limited to any design, packaging, content, keywords, trademarks, service marks, brands, certification marks, logos, trade dress, trade names and other similar indicia whether registered or not, together with the goodwill connected with the use of and symbolized by and all registrations, applications for registration and renewals of, any of the foregoing and other related information for such a code or indicia (e.g., backend searches for such a product); (x) all intellectual property or other proprietary rights associated with any product or anything related to “Eyebloc” or variations of the same including, but not limited to any patents, patent applications, copyrights, domain names, design, packaging, content, trademarks, service marks, brands, certification marks, logos, trade dress, trade names and other similar indicia whether registered or not, together with the goodwill connected with the use of and symbolized by and all registrations, applications for registration and renewals of, any of the foregoing; (xi) all intellectual property or other proprietary rights associated with any product or anything related to “Databloc” or variations of the same including, but not limited to any patents, patent applications, copyrights, domain names, design, packaging, content, trademarks, service marks, brands, certification marks, logos, trade dress, trade names and other similar indicia whether registered or not, together with the goodwill connected with the use of and symbolized by and all registrations, applications for registration and renewals of, any of the foregoing; (xii) all intellectual property or other proprietary rights associated or related to any existing SPS Commerce, CommerceHub and any similar accounts and associated EDI Connections, or variations of the same including, but not limited to any patents, patent applications, copyrights,

domain names, design, packaging, content, trademarks, service marks, brands, certification marks, logos, trade dress, trade names and other similar indicia whether registered or not, together with the goodwill connected with the use of and symbolized by and all registrations, applications for registration and renewals of, any of the foregoing; (xiii) all websites, computer software and firmware (including source code, executable code, data, databases, user interfaces, algorithms and related documentation) (subsections (i) through (xiii), collectively, the “IP Assets”), and (xiv) all other proprietary or intellectual property rights of any kind or nature throughout the world, in all cases that pertain to or that are embodied by or in any of the IP Assets or are used or held for use in the operation of the business of Assignors (collectively, the “Intellectual Property Rights”); and (b) any and all worldwide rights to income, royalties and license fees deriving from the IP Assets and/or Intellectual Property Rights, claims for damages by reason of past, present and future infringement or misappropriation of the IP Assets and/or Intellectual Property Rights or injury to the goodwill associated with the Intellectual Property Rights, and the right to sue for and collect such damages, as permitted under the applicable Laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Agreement had not been made (all of the foregoing, collectively, the “Purchased Intellectual Property”).

2. Assignment of Inventions. Assignors hereby irrevocably transfer, grant, convey, assign and relinquish exclusively to Assignee, and Assignee hereby accepts from Assignors: (i) all right, title and interest of Assignors in and to all inventions, discoveries, know-how and improvements thereof (in each case created by, for or otherwise acquired by the business of the Assignors), and patents, registrations and applications related thereto, and any and all continuations, divisions and renewals of and substitutes for said applications, and in, to and under any and all additional patents, registrations or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said patents created solely by, exclusively for or otherwise acquired solely by the business, including, but not limited to, all patents, patent applications and registrations therefor, together with the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose (collectively, the “Unscheduled Inventions”); and (ii) the right of Assignors to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Unscheduled Inventions.

3. Unassignable Intellectual Property. If any of the Purchased Intellectual Property cannot be assigned as a matter of law (the “Unassignable Intellectual Property”), Assignors hereby grant to Assignee an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid and royalty-free license, with the right to sublicense through multiple tiers, under the Unassignable Intellectual Property, to: (i) reproduce, create derivative works of, distribute, publicly perform, publicly display and otherwise use the Purchased Intellectual Property in any medium or format, whether now known or hereafter discovered; (ii) use, make, have made, sell, offer to sell, import and otherwise exploit any product, process or service based on, embodying, incorporating or derived from the Purchased Intellectual Property; and (iii) fully utilize, exploit and exercise any and all other present or future rights with respect to the Purchased Intellectual Property in any manner without restriction, and Assignors hereby unconditionally and irrevocably

waive and quitclaim to Assignee any and all claims and causes of action of any kind against Assignee, its successors, assigns and other legal representatives, and its licensees (through multiple tiers), with respect to such rights, and agrees, at Assignee's request and expense, to consent to and join in any action to enforce such rights. Assignors further waive any and all "moral" rights or other rights with respect to attribution of authorship or integrity relating to the Purchased Intellectual Property as Assignors may have under any applicable Law under any legal theory.

4. Further Assurances; Post-Closing Cooperation and Assistance.

4.1 At any time or from time to time after the Closing, if any Party becomes aware of any Intellectual Property that is or should have been part of the Purchased Intellectual Property and not set forth on Exhibit A to Exhibit D (the "Post Closing IP"), Assignors (and respective successors and permitted assigns), without further consideration, hereby irrevocably and unconditionally agree to and hereby grant, convey, transfer and assign to Assignee (and/or its successors and assigns) all of Assignors' worldwide right, title and interest in, to and under the Post Closing IP in accordance with the foregoing. Such assistance and cooperation shall include, but is not limited to, Assignors, without further consideration, executing and delivering all such other instruments of sale, transfer, conveyance, assignment and confirmation and providing such other reasonable assistance and cooperation as may be reasonably requested by Assignee in order to give effect to the transactions contemplated by this Agreement.

4.2 From time to time after the date of this Agreement, and without further consideration, Assignors (and respective successors and permitted assigns) covenant and agree that Assignors (and respective successors and permitted assigns) shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer and take such additional action as Assignee may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee (and/or its successors and assigns) of all of the Purchased Intellectual Property in accordance with the foregoing, including, without limitation, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignors (or respective successors and permitted assigns), testifying in any legal proceedings, signing lawful papers and making all lawful oaths, all of the foregoing at Assignors' expense, and generally doing everything that is reasonable to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights and otherwise in the carrying out of the intentions and purposes of this Agreement. If Assignee (or any of its successors or assigns) is unable, for any reason, to obtain a signature of any Assignor on a document necessary to perfect the transfer or assignment of the Purchased Intellectual Property, such Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor, solely to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by Assignor.

4.3 Within forty-eight (48) hours after the date hereof, Assignors will provide Assignee with all necessary documents and/or instructions to effect the irrevocable transfer of Assignors' right, title and interest in, to and under all of the domain names set forth on Exhibit D (for example, enable the transfer with the registrar(s) thereof by providing any necessary code to complete the transfer and providing any necessary account credentials desirable for effectuating such transfer)

including, without limitation, copyright and trademark rights, and the goodwill associated with the use of such domain names. Assignors will assist Assignee in completing the transfer of the registration of the domain names set forth on Exhibit D to Assignee on the books and records of the registrar(s) thereof.

5. Recordation. Assignors authorizes the U.S. Commissioner for Patents and the U.S. Commissioner for Trademarks at the U.S. Patent and Trademark Office, and any other governmental official of any patent or trademark office worldwide, to record and register this Agreement (or a redacted version of this Agreement) upon request by Assignee.

6. Conflict with Sale Agreement. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Sale Agreement and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Sale Agreement, the terms and conditions of the Sale Agreement shall govern, supersede and prevail.

7. Notices. All notices, demands and other communications to be given or delivered to the parties hereto under or by reason of the provisions of this Agreement shall be given or delivered in the manner set forth in and in accordance with Section 9.3 of the Sale Agreement.

8. Governing Law. This Agreement including all exhibits and schedules referred to herein shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware or any other jurisdiction.

9. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that Assignee may, without the prior written consent of Assignors, assign all or any portion of its rights or obligations under this Agreement to: (i) any then existing affiliate of Assignee, (ii) any purchaser of all or substantially all of the assets of Assignee; or (iii) to lenders of Assignee or its affiliates as collateral security for borrowings. Except as provided herein, no assignment shall relieve the assigning party of any of its obligations hereunder.

10. Joint and Several Liability. Assignors shall be jointly and severally liable for the obligations of Assignors hereunder and all representations, warranties, covenants, and agreements made by or on behalf of each Assignor in the Agreement or in any exhibit hereto or any document, instrument or certificate delivered pursuant hereto shall be deemed to have been made by Assignors, jointly and severally. Assignors further agree that, notwithstanding any right of Assignee to investigate fully the affairs of an Assignor and notwithstanding any knowledge of facts determined or determinable by Assignee, Assignee has the right to rely fully on the representations, warranties, covenants and agreements of Assignors contained in the Agreement and upon the accuracy of any document, instrument, certificate, or exhibit given or delivered hereunder. The joint and several obligations of Assignors hereunder is absolute, unconditional, irrevocable, present, and continuing and is in no way conditional or contingent upon the continued

existence of the Assignors and is not and will not be subject to any setoffs. Any notice or other communication provided to Assignors pursuant hereto shall be deemed to have been given to all Assignors, and failure to send any notice or communication contemplated hereby shall not relieve Assignors from its joint and several liability for the obligation of each Assignor hereunder.

11. Amendment; Modifications. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12. 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 agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com, www.adobesign.com) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

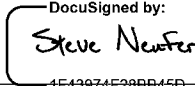
[SIGNATURE PAGE FOLLOWS]

Signature Page to Intellectual Property Assignment Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNEE:

INFINITE COMMERCE, INC.

By:  _____
Name: Steve Neuffer
Title: Chief Executive Officer

Signature Page to Juvo Moonshot Intellectual Property Assignment

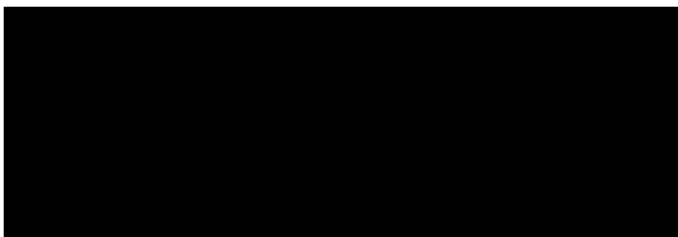
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INFINITE COMMERCE INC.

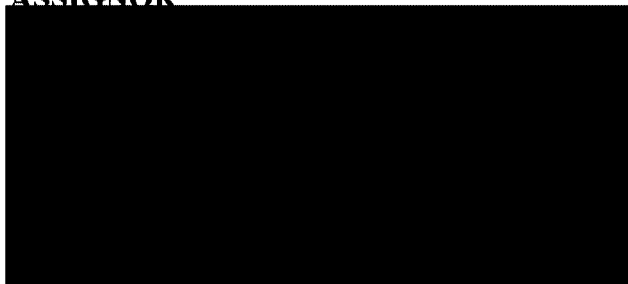
By: _____

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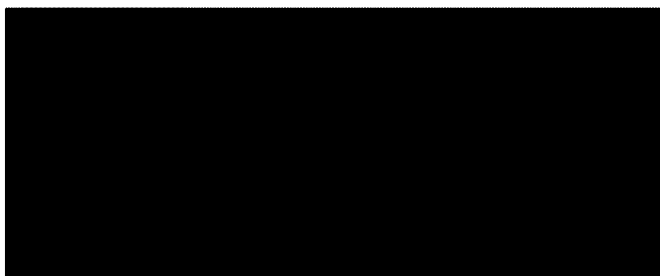
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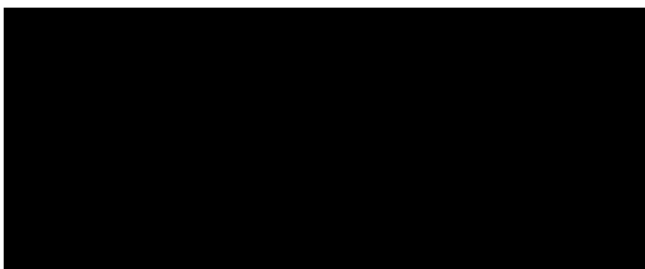
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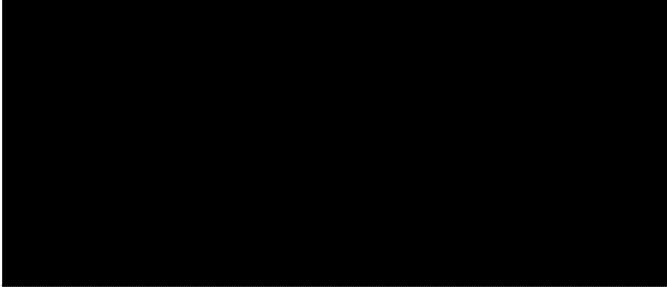


Signature Page to Juvo Moonshot Intellectual Property Assignment

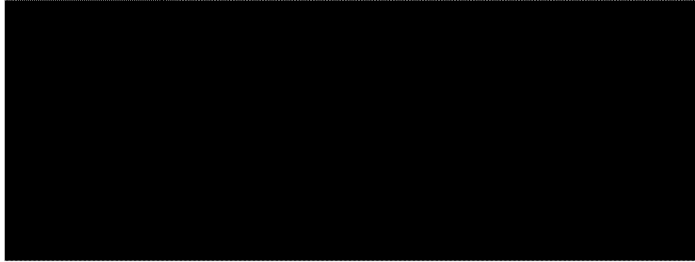
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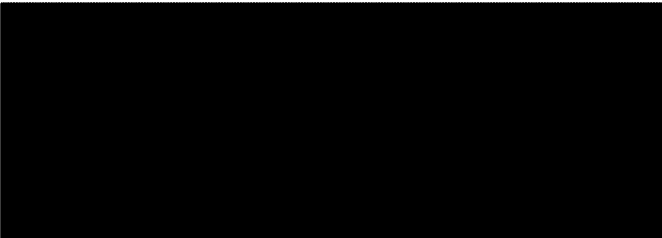
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ASSIGNOR:

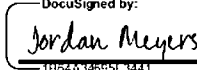


ASSIGNOR:



ASSIGNOR:

TAPEPLUS BRANDS LLC

By: 
Name: Jordan Meyers
Its: Chief Restructuring Officer

Signature Page to Juvo Moonshot Intellectual Property Assignment

ASSIGNOR:

[REDACTED]

[REDACTED]

EXHIBIT A

COPYRIGHTS/COPYRIGHT APPLICATIONS



EXHIBIT B
















































































PATENTS/PATENT APPLICATIONS



EXHIBIT C

TRADEMARKS/TRADEMARK APPLICATIONS

All registered and unregistered trademarks, including, but not limited to the following:

Trademark	Logo	Country	Application/Serial No.	Registration No.	Registration Date	Classes
AQULIUS		US	<u>88202561</u>	<u>5763586</u>	May 28, 2019	10
ARTELLIUS		US	<u>88139870</u>	<u>5767831</u>	Jun 04 2019	16
						
						
						
						
						
						
						
						
						
						
						
						
						

Trademark	Logo	Country	Application/Serial No.	Registration No.	Registration Date	Classes
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Tape Plus		US	<u>87178411</u>	<u>5190790</u>	April 25, 2017	17
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

EXHIBIT D

DOMAIN NAMES/SOCIAL MEDIA ACCOUNTS

