

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577793

<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>
House of Kuipers, LLC		05/14/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZOX, LLC		
<b>Street Address:</b>	5304 Derry Avenue, Suite G		
<b>City:</b>	Agoura Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91301		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88659217	ZOX	
<b>Registration Number:</b>	5686309	WRISTBANDS THAT MAKE YOU FEEL GOOD.	
<b>Serial Number:</b>	87703617	KIRBY	
<b>Registration Number:</b>	5508615	STRING SWAP	
<b>Registration Number:</b>	5233845	ZOX	
<b>Registration Number:</b>	5521890	YOUR NEW FAVORITE WRISTBAND.	
<b>Registration Number:</b>	5380943	PUSHPOCKET	
<b>Registration Number:</b>	5119944	EXPERIENCE EVERYTHING.	
<b>Registration Number:</b>	5115244	X	
<b>Registration Number:</b>	4759961	ZOXBOX	
<b>Registration Number:</b>	4412948	ZOX STRAPS	
<b>Registration Number:</b>	4465691	ZOX	
<b>Registration Number:</b>	2992108	ZOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3103944477		
<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>	3109799190		
<b>Email:</b>	tmk@cislo.com		
<b>TRADEMARK</b>			

CH \$340.00 88659217

**Correspondent Name:** Daniel M. Cislo | Cislo & Thomas LLP  
**Address Line 1:** 12100 Wilshire Blvd., Suite 1700  
**Address Line 4:** Los Angeles, CALIFORNIA 90025

**ATTORNEY DOCKET NUMBER:** 19-39901

**NAME OF SUBMITTER:** Daniel M. Cislo, Esq.

**SIGNATURE:** /Daniel M. Cislo/

**DATE SIGNED:** 05/22/2020

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 14<sup>th</sup> day of May, 2020 (the "Effective Date") by and between House of Kuipers, LLC., a California Limited Liability Company having a principle place of business at 23823 Malibu Road, No. 50-408, Malibu, CA 90265, ("Assignor") and ZOX, LLC ("Licensee"), a California Limited Liability Company having a principle place of business at 5304 Derry Avenue, Suite G, Agoura Hills, CA 91301, on the other hand ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks, both registered and unregistered, and applications for trademarks, filed with the United States Trademark Office, as listed in attached Exhibit A, (collectively the "Marks").

WHEREAS, certain of the Marks, namely U.S. Trademark Registration No. 4,465,691 for ZOX, No. 4,759,961 for ZOXBOS and, No. 5,233,845 for ZOXC, (collectively the "Disputed Marks") are the subject of cancellation counterclaims in Opposition Proceeding No. 91252187 (the "Opposition Proceeding"), which is currently pending before the Trademark Trials and Appeals Board.

WHEREAS, Assignor is a party to Opposition Proceeding and Assignee is not a party to the proceeding.

WHEREAS, Assignee desires to acquire, with full knowledge of the Opposition Proceeding, all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
2. Assignee acknowledges and accepts that Assignor makes no representations or warranties of any kind in respect of the Marks, including without limitation the validity of Assignor's rights in the Marks in any country, and that all conditions, warranties, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common law or otherwise, in respect of the Marks are hereby excluded by Assignor to the fullest extent permitted by law.
3. Assignor hereby grants and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights, title and interest in the opposition proceeding. Should Assignee continue to prosecute the proceeding, Assignor shall reasonably cooperate with

Assignee in such prosecution with the understanding that Assignee will bear all expenses incurred by Assignor therein.

4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to the Agreement and their successors and assigns, if any.

8. Miscellaneous.

(a) Integration This Agreement and Exhibit A hereto sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, and understandings between the parties, both oral and written. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed by a duly authorized agent of each of the parties to this Agreement.

(b) Governing Law; Submission to Jurisdiction; Selection of Forum. This agreement shall be governed by, and construed in accordance with, the laws of the state of California, without regard to its principles of conflicts of laws. The parties hereby consent to jurisdiction and venue in the state and federal courts of the state of California.

(c) Counterparts. This Agreement may be executed in separate counterparts (including by facsimile or electronic delivery), each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement.

(d) Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby. If the economic or legal substance of the transactions contemplated hereby is affected in any manner adverse to any party as a result thereof, the parties will negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the Parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**

**House of Kuipers, LLC**

By: 

Name: Jason Kuipers

Title: CEO

**ASSIGNEE:**

**Zox, LLC**

By: 

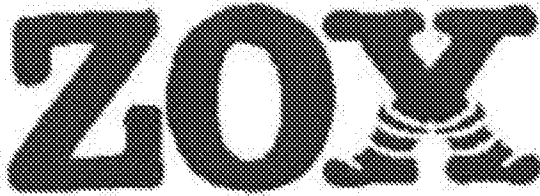
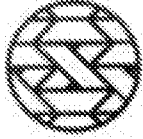
Name: Jason Kuipers

Title: CEO

**EXHIBIT A**

**Common Law Rights**

All worldwide common law rights, title, interest and goodwill to the following marks:



ZOX

EXPERIENCE EVERYTHING

WRISTBANDS THAT MAKE YOU FEEL GOOD

KIRBY

ZOX STRAPS

YOUR NEW FAVORITE WRISTBAND

PUSHPOCKET

**Registered Rights**

UNITED STATES TRADEMARKS

	Serial Number	Reg. Number	Trademark	Goods/Services
1	88659217		ZOX	Class 016: Coloring books; Prints

2	<u>88103624</u>	<u>5686309</u>	<u>WRISTBANDS THAT MAKE YOU FEEL GOOD.</u>	Class 025: Wristbands as Clothing
3	<u>87703617</u>		<u>KIRBY</u>	Class 018: Animal harnesses; Animal carriers; Collars for pets; Pet clothing; Animal leashes
4	<u>87733294</u>	<u>5508615</u>	<u>STRING SWAP</u>	Class 025: Jackets; Pants; Sweatshirts
5	<u>87095703</u>	<u>5233845</u>	<u>ZOX</u>	Class 018: Backpacks Class 035: On-line retail and wholesale store services featuring clothing apparel, wristbands, bags and accessories.
6	<u>86223890</u>	<u>5521890</u>	<u>YOUR NEW FAVORITE WRISTBAND.</u>	Class 014: Elastic wristbands in the nature of a bracelet.
7	<u>86500445</u>	<u>5380943</u>	<u>PUSHPOCKET</u>	Class 025: Athletic pants; Athletic shorts; Bomber jackets; Jogging pants; Shorts; Sweat shirts.
8	<u>86442310</u>	<u>5119944</u>	<u>EXPERIENCE EVERYTHING.</u>	Class 018: Backpacks Class 025: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Wristbands.
9	<u>86610134</u>	<u>5115244</u>	<u>X</u>	Class 025: Pants; Shirts; Shoes; Shorts; Sweatshirts; Wristbands. Class 018: Backpacks
10	<u>86442364</u>	<u>4759961</u>	<u>ZOXBOX</u>	Class 025: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Wristbands.
11	<u>85438231</u>	<u>4412948</u>	<u>ZOX STRAPS</u>	Class 014: Elastic fabric wristbands in the nature of a bracelet.
12	<u>85948145</u>	<u>4465691</u>	<u>ZOX</u>	Class 014: Wristbands in the nature of a bracelet
13	<u>78415788</u>	<u>2992108</u>	<u>ZOX</u>	Class 025: Clothing and accessories; namely, jackets, coats, sweaters, pants, shirts, shorts, swimwear, and undergarments for women and men,



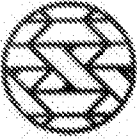
				jogging suits, T-shirts, tank tops, jerseys, cotton woven shirts, knit shirts, polo shirts, golf shirts, dresses, blouses, nightgowns, pajamas, sweat pants, sweatshirts, jogging suits, neckties, belts, suspenders, sandals, shoes, caps, hats, wrist bands, head bands, sun visors, scarves, bandannas, ear muffs, gloves, mittens, leg warmers, pantyhose, stockings, leotards, tights, and leggings.
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International

WIPO International Registration Numbers	Pending Countries	Grants of Protection	Provisional Refusals
1164766 (ZOX)	Thailand, Turkey	Switzerland, European Union, Indonesia, Japan, Philippines, Singapore,	Australia, Isreal, Republic of Korea, Mexico, Norway, New Zealand, Russian Federation
1400429 (ZOX)		Australia	India

Canada Registration Numbers	Mark	Class	Registration Date
TMA991,883	ZOX	25, 18	March 6, 2018

	Mainland China Trademarks	Number	Class	App. Date	Reg. Date	Status
1		27373361	18	2017-11-9	2018-10-21	Registered

2	ZOX	37281752	25	2019-4-3	Nil	Pending on review of refusal
3		27373355	9	2017/11/9	Nil	Invalid
4	ZOX STRAPS	10055346	25	2011-10-12	2013-1-7	Registered
5		27373360	9	2017-11-9	2018-10-21	Registered
6		27373359	18	2017-11-9	2018-10-21	
7		23654996	25	2017-4-19	2018-4-7	

	Hong Kong Trademarks	Number	Class	App. Date	Reg. Date	Status
1	ZOX	304872321	18, 25	2019-3-27	2019-9-25	Registered