

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591670

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Solside, Inc. | | 08/10/2020 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Solside Branding Partners, LLC | | |
| Street Address: | 908 Sir Constantine Drive | | |
| City: | Lewisville | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75056 | | |
| Entity Type: | Limited Liability Company: TEXAS | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88888749 | SOLCANE | |
| Serial Number: | 88932806 | | |
| Serial Number: | 88919848 | MIND. BODY. SOL. | |
| Serial Number: | 88830963 | INTENTIONALITY | |
| Serial Number: | 88731530 | SOLSIDE | |
| Serial Number: | 88731575 | SOL SWEET | |
| Serial Number: | 88731557 | SOL CRUNCH | |
| Serial Number: | 88731543 | SOL SNACKS | |
| Serial Number: | 90062414 | SOL RISING | |
| Serial Number: | 90061699 | PERCEPTUAL SUGAR | |
| 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> | | | |
| Email: | sjones@jonesdavis.com | | |
| Correspondent Name: | R. Steven Jones | | |
| Address Line 1: | 15110 N. Dallas Parkway Suite 300 | | |
| Address Line 4: | Dallas, TEXAS 75248 | | |
| NAME OF SUBMITTER: | R. Steven Jones | | |

OP \$265.00 88888749

| | |
|---|------------|
| SIGNATURE: | /rsj/ |
| DATE SIGNED: | 08/12/2020 |
| Total Attachments: 3 source=Assign of IP [Solside - Solside Branding] Executed]#page1.tif source=Assign of IP [Solside - Solside Branding] Executed]#page2.tif source=Assign of IP [Solside - Solside Branding] Executed]#page3.tif | |

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this “Assignment”) is made to be effective as of August 10th 2020 (the “Effective Date”), by and between **Solside, Inc.**, a Texas corporation (hereinafter referred to as “Assignor”) and **Solside Branding Partners, LLC**, a Texas limited liability company (hereinafter referred to as “Assignee”).

RECITALS:

WHEREAS, Assignor is the owner of certain trade names, trademarks, service marks, trade secrets, copyrights, processes, software, inventions, patents and/or patent rights together with the related goodwill, which relate in any matter or derivation to the trademarks and trade names for the trademark applications including those attached hereto as **Exhibit “A”** (collectively, the “IP Rights”); and

WHEREAS, Assignor has agreed to unconditionally effect the transfer of the IP Rights with the USPTO (if any) to reflect all of the IP Rights in the name of the Assignee.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. **ASSIGNMENT OF IP RIGHTS.** Assignor does hereby grant, sell, convey, assign and transfer unto Assignee and its successors and assigns, all of Assignor’s rights, title and interest in and to: (i) the IP Rights including all registrations and applications for registration, whether state or Federal relating to such IP Rights; (ii) the goodwill appurtenant to the IP Rights and (iii) the entire right, title, and interest in and to any and all claims, defenses and demands Assignor may have either at law or in equity arising out of past, present or future infringement of the IP Rights.

2. **FURTHER ACTS.** Assignor, to the extent applicable, hereby authorizes and requests the USPTO and other corresponding officials of other jurisdictions, as appropriate, to record this instrument to reflect Assignee as the owner of the IP Rights.

3. **SURVIVAL.** The obligations of Assignor pursuant to this Assignment shall survive the execution of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

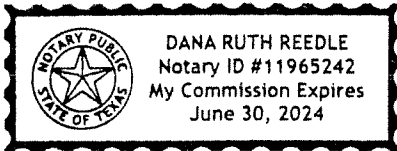
SOLSIDE, INC.,
a Texas limited liability company

By: [Signature]
Printed Name: Jordan Brock
Title: Founder

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jordan Brock, _____ of Solside, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of such company for the purposes and consideration therein expressed.

[Signature: Dana Reedle]
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____



AGREED TO AND ACCEPTED:

ASSIGNEE:

SOLSIDE BRANDING PARTNERS, LLC,
a Texas limited liability company

By: [Signature]
Printed Name: Jordan Brock
Title: Founder

EXHIBIT "A"

IP RIGHTS

| TRADEMARK | SERIAL NUMBER |
|---------------------|----------------------|
| SOLCANE | 88/888749 |
| SOLSIDE DESIGN LOGO | 88/932806 |
| MIND. BODY. SOL. | 88/919848 |
| INTENTIONALITY | 88/830963 |
| SOLSIDE | 88/731530 |
| SOL SWEET | 88/731575 |
| SOL CRUNCH | 88/731557 |
| SOL SNACKS | 88/731543 |
| SOL RISING | 90/062414 |
| PERCEPTUAL SUGAR | 90/061699 |