

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORGUY, LLC		12/31/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	GOJA, LLC		
Street Address:	3350 NW 72nd Ave		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33122		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5841036	MY PEDIMATE	
Registration Number:	5560059	LOVE, LORI	
Registration Number:	5553728	LOVE, LORI	
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:	5124826800		
Email:	atxtrademarks@klgates.com		
Correspondent Name:	Stewart N. Mesher		
Address Line 1:	2801 Via Fortuna, Suite 350		
Address Line 4:	Austin, TEXAS 78746		
NAME OF SUBMITTER:	Stewart Mesher		
SIGNATURE:	/Stewart Mesher/		
DATE SIGNED:	12/31/2020		
Total Attachments: 4			
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source=Assignment of Trademarks to Goja, LLC#page2.tif			
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ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES, AND INTERNET ACCOUNTS

This ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES, AND INTERNET ACCOUNTS (this “**Assignment**”) is made and entered into as of December 31, 2020 (the “**Effective Date**”), by and between FORGUY, LLC, a New York limited liability company (“**Seller**”) and GOJA, LLC, a Florida limited liability company (“**Buyer**”). Capitalized terms used and not otherwise defined herein have the meanings given to such terms in the Asset Purchase Agreement dated as of the date hereof by and between Seller and Buyer (the “**Purchase Agreement**”).

WHEREAS, Seller represents that Seller owns all rights, title, and interest in, to, and under the trademarks and trademark applications listed in Exhibit A (the “**Trademarks**”), together with the goodwill of the business symbolized by the Trademarks;

WHEREAS, Seller represents that Seller owns all rights, title, and interest in, to, and under the domain names, social media accounts, and various other accounts listed in Exhibit B (collectively, the “**Domain Names and Internet Accounts**”, and together with the Trademarks, the “**Assigned Properties**”), including but not limited to the right to recover damages for past, present or future infringement of the Assigned Properties;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign to Buyer all rights, title, and interest in, to, and under the Assigned Properties; and

WHEREAS, as a condition to the closing of the transactions contemplated by the Purchase Agreement, Seller and Buyer have agreed to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Purchase Agreement, Seller and Buyer hereby agree as follows:

1. Assignment. Seller hereby irrevocably sells, assigns, conveys, transfers and delivers unto Buyer, and Buyer hereby accepts from Seller, Seller’s entire right, title, and interest in, to and under the Assigned Properties, including, without limitation, all statutory and common law rights therein, as well as any publicity rights or rights of personality related thereto, together with the goodwill of the business symbolized by and associated with the Assigned Properties, all rights in and to all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right and standing to sue for, counterclaim, and recover damages for any past, present, or future infringement of the Assigned Properties, to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Seller had this Assignment not been made. For avoidance of doubt, this assignment includes all common law rights to the Trademarks and all registration rights conferred by the United States Trademark Office or other foreign governmental agencies, including national trademark offices.

2. Further Action. On or before the Closing Date, Seller shall commence taking such action as required or necessary to effect the transfer of the Domain Names and Internet Accounts to Buyer including, without limitation, releasing any “lock” placed on the Domain Names and Internet Accounts, obtaining the authorization code and providing that code to Buyer, confirming

the requested transfer upon receipt of a request to do so from the registrar(s) used by Buyer for the Domain Names and Internet Accounts, executing and delivering all authorizations necessary to effectuate electronic transfer of the Domain Names and Internet Accounts, providing Buyer with all information, including login and password, to access and take full ownership and control of the Domain Names and Internet Accounts, and executing and delivering all further documents and instruments.

3. Further Assurances; Appointment. From time to time, at the reasonable request of Buyer, Seller shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes set forth in this Assignment. Additionally, Seller hereby appoints Buyer as Seller's true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in Seller's name and stead, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Assigned Properties that may have accrued in Seller's favor from the respective date of first creation of any of the Assigned Properties to the date of this Assignment. The foregoing power is coupled with an interest and as such is irrevocable.

4. No Waiver or Modification; Subject to Purchase Agreement. Nothing contained in this Assignment will be construed as a waiver of or limitation upon any of the rights or remedies of Buyer as set forth in, or arising in connection with, the Purchase Agreement, or any instrument or document delivered by Seller pursuant to the Purchase Agreement. This Assignment is not intended to create any broader obligations of Seller or Buyer than those contemplated in the Purchase Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement will govern and control. Neither this Assignment nor any term hereof may be changed, waived, discharged, or terminated other than by the terms of a written instrument signed by Seller and Buyer.

5. Headings. The headings contained in this Assignment are included for purposes of convenience only and do not affect the meaning or interpretation of this Assignment.

6. Governing Law. This Assignment is governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

7. Counterparts; Electronic Signatures. This Assignment may be executed electronically and in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

SELLER:

FORGUY, LLC, a New York limited liability company

DocuSigned by:
Lori Barzvi
0DC10383F11244D...

By: _____
Name: Lori Barzvi
Its: Sole Member

BUYER:

GOJA, LLC, a Florida limited liability company

DocuSigned by:
Walter Gonzalez
22479079FC83495...

By: _____
Name: Walter Gonzalez
Title: President

EXHIBIT A

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date/Description</u>	<u>Owner</u>
MY PEDIMATE	U.S.A.	5,841,036	Registered Aug. 20, 2019 for A two in one pumice stone and non-medicated soap combination cartridge infused with shea butter, aloe and vitamin e that is detachable and refillable meant to smooth the bottom of your heels	Owner
LOVE, LORI (LOGO)	U.S.A.	5,560,059	Registered Sep. 11, 2018 for Non-medicated soaps for foot care	Owner
LOVE, LORI	U.S.A.	5,553,728	Registered Sep. 04, 2018 for Non-medicated soaps for foot care	Owner