

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/03/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tushy, LLC		12/03/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Tushy, Inc.		
Street Address:	240 Kent Ave		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11249		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4950165	TUSHY	
Registration Number:	5859112		
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:	2034248021		
Email:	rich@goralaw.com		
Correspondent Name:	Richard Gora		
Address Line 1:	2 Corporate Drive, STE 210		
Address Line 4:	Trumbull, CONNECTICUT 06611		
NAME OF SUBMITTER:	Richard Gora		
SIGNATURE:	/Richard Gora/		
DATE SIGNED:	01/05/2021		
Total Attachments: 3			
source=Trademark Assignment Agreement.docx[1]#page1.tif			
source=Trademark Assignment Agreement.docx[1]#page2.tif			
source=Trademark Assignment Agreement.docx[1]#page3.tif			

OP \$65.00 4950165

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Trademark Assignment**"), dated as of December 3, 2018, is made by and between Tushy, LLC, a New York limited liability company ("**Assignor**"), and Tushy, Inc., a Delaware corporation ("**Assignee**"). Each of Assignor and Assignee is hereinafter referred to as a "Party," and collectively, as the "Parties."

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the following United States trademarks and trademark registrations (hereinafter collectively referred to as the "**Marks**"):

Mark	Int'l Class	Registration Number	Registration Date	Status
Tushy	11	4950165	5/03/2016	Live/Registered
Design	11	5859112	9/10/2019	Live/Registered on Supplemental Register

WHEREAS, pursuant to the terms, conditions and provisions of the Agreement and Plan of Merger, dated as of December 3, 2018, by and between Assignor and Assignee (the "**Merger Agreement**"), Assignor desires to assign and transfer to Assignee and Assignee desires to acquire all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business connected with the use of, and symbolized by, the Marks.

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

1. **Definitions.** Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

2. **Assignment.** In accordance with the provisions of the Merger Agreement, Assignor does hereby assign, convey, transfer and deliver to Assignee, and its successors, assigns and legal representatives or nominees, Assignor's entire right, title and interest, for all countries, jurisdictions and political entities of the world, in and to the Marks, including, but not limited to, all benefits, privileges, causes of action, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) sue for past, present, and, future infringement and to collect damages therefor, and (c) grant licenses or other interests to and in all of the Marks. The foregoing includes, and Assignor does hereby assign, convey, transfer, and deliver to Assignee, any and all goodwill symbolized by and/or associated with the Marks.

3. **U.S. Patent and Trademark Office.** Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and

the corresponding empowered officials or agencies of all other applicable jurisdictions to, from and after the Effective Date of the Merger, issue or transfer the Marks to Assignee, and record and register Assignee, in each case as assignee and owner of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Further Assurances. Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Trademark Assignment.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Entire Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Merger Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. The parties hereto intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Merger Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of a conflict between this Trademark Assignment and the Merger Agreement, the terms of the Merger Agreement shall govern.

7. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned have duly executed and delivered this Trademark Assignment as of the date first written above.

TUSHY, LLC

DocuSigned by:

Miki Agrawal

By: _____

72C8517AF2D1422...

Name: Miki Agrawal

Title: Manager

TUSHY, INC.

DocuSigned by:

Jason Ojalvo

By: _____

11A9119FA810409...

Name: Jason Ojalvo

Title: Chief Executive Officer