

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hatch Loyalty, Inc.		10/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stuzo, LLC		
Street Address:	211 N. 13th Street, Suite 802		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5473853	HATCH	
Registration Number:	5519312	HATCH	
Registration Number:	5529130	HATCH LOYALTY	
Registration Number:	5289169	BELLY CORE	
Registration Number:	5289170	FUTURE-PROOF YOUR LOYALTY SOLUTION	
Registration Number:	5289168	BELLY FOR ENTERPRISE	
Registration Number:	5289167	BLUE BY BELLY	
CORRESPONDENCE DATA			
Fax Number:	8668507498		
<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:	2128834909		
Email:	adivino@cozen.com		
Correspondent Name:	Amy F. Divino, Cozen O'Connor		
Address Line 1:	3 World Trade Center		
Address Line 2:	175 Greenwich Street, 55th Floor		
Address Line 4:	New York, NEW YORK 10007		
ATTORNEY DOCKET NUMBER:	514313		
NAME OF SUBMITTER:	Amy F. Divino		
SIGNATURE:	/Amy F. Divino/		

OP \$190.00 5473853

DATE SIGNED:	05/14/2021
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made effective as of the 31st day of October, 2019 by Hatch Loyalty, Inc., a Delaware corporation ("Seller") to Stuzo, LLC a Delaware limited liability company ("Buyer"), in connection with the Asset Purchase Agreement, dated of even date herewith, entered into by and between Buyer and Seller (the "Purchase Agreement"). All capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, Seller is the sole owner of the Intellectual Property Assets, including, without limitation, the trademarks identified and set forth on Schedule A (the "Transferred Trademarks") (collectively, the "Transferred Intellectual Property");

WHEREAS, Seller has agreed to sell, assign, transfer, convey, grant, and deliver to Buyer all of Seller's right, title, and interest in, to, and under the Transferred Intellectual Property; and

WHEREAS, Buyer has agreed to purchase from Seller all of its right, title, and interest in, to, and under the Transferred Intellectual Property.

NOW, THEREFORE, for good and valuable consideration (including as described in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Seller hereby sells, assigns, transfers, conveys, grants, and delivers to Buyer all of Seller's right, title, and interest in, to, and under the Transferred Intellectual Property, together with the goodwill associated therewith (including, without limitation, all registrations, applications, and common law rights with respect to the Transferred Trademarks in the countries set forth on Schedule A, and any renewals and extensions of the registrations that are or may be secured under the laws of those countries, now or hereafter in effect), for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement, misappropriation, or other unauthorized use of the Transferred Intellectual Property, and all other rights of action accrued, accruing or to accrue with respect to the Transferred Intellectual Property, with the right to sue for and collect the same for Buyer's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Seller authorizes and requests the empowered officials of all trademark offices to transfer all registrations and applications for the Transferred Trademarks to Buyer as assignee of the entire right, title, and interest therein or otherwise as Buyer may direct, in accordance with this instrument of assignment, and to issue to Buyer all registrations which may issue with respect to any applications for a trademark included in the Transferred Trademarks.

Seller covenants and agrees that it will, upon the reasonable request of Buyer, execute and deliver, or cause to be executed or delivered, any and all documents provided by Buyer that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Intellectual Property hereunder. If Buyer is unable for any reason whatsoever to secure Seller's signature to any document it is entitled to under this Assignment, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents, as its attorneys-in-fact,

with full power of substitution to act for and on their behalf and instead of Seller to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Seller.

THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, OTHER THAN CONFLICT OF LAWS PRINCIPLES THEREOF DIRECTING THE APPLICATION OF ANY LAW OTHER THAN THAT OF THE STATE OF DELAWARE. COURTS WITHIN THE STATE OF DELAWARE WILL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS ASSIGNMENT. THE PARTIES HEREBY CONSENT TO AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES WAIVES, AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (A) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS; (B) SUCH PARTY OR SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS; OR (C) ANY LITIGATION COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. The reproduction of signatures by means of electronic delivery shall be treated as though such reproductions are executed originals.

[signature page follows]

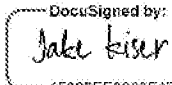
IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be duly executed with an effective date as first above written.

SELLER:

BUYER:

Hatch Loyalty, Inc.

Stuzo, LLC

By:  _____
Name: 1509BEE8009F451...
Title: CEO

By: _____
Name: Gunter Pfau
Title: CEO

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be duly executed with an effective date as first above written.

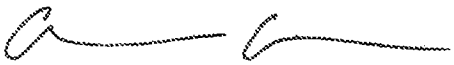
SELLER:

BUYER:

Hatch Loyalty, Inc.

Stuzo, LLC

By: _____
Name: Jake Kiser
Title: CEO

By: 
Name: Gunter Pfau
Title: CEO

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 007293 FRAME: 0762

SCHEDULE A

TRANSFERRED TRADEMARKS

Country:	Mark:	Goods:	Serial No./ Filing Date:	Reg. No./ Reg. Date:
U.S.A.	Hatch	Class 035, 042	87569251/ August 15, 2017	5,473,853 May 22, 2018
U.S.A.	"Hatch" Logo	Class 035, 042	87723171/ December 15, 2017	5,519,312 July 17, 2018
U.S.A.	Hatch Loyalty	Class 034, 042	87723129/ December 15, 2017	5,529,130 July 31, 2018
U.S.A.	Belly Core	Class 035, 042	87200532/ October 12, 2016	5,289,169 Sep. 19, 2017
U.S.A.	Future-Proof Your Loyalty Solution	Class 035, 042	87200561/ October 12, 2016	5,289,170 Sep. 19, 2017
U.S.A.	belly for Enterprise	Class 035, 042	87200519/ October 12, 2016	5,289,168 Sep. 19, 2017
U.S.A.	Blue by belly	Class 035, 042	87200476/ October 12, 2016	5,289,167 Sep. 19, 2017