

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stuzo, LLC		05/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stuzo Acquisition, LLC		
Street Address:	70 W. Madison St.		
Internal Address:	Ste. 5710		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5912620	OPEN COMMERCE	
Serial Number:	90626947	WALLET STEERING	
Serial Number:	90676886	WALLET STEERING	
Registration Number:	5289169	BELLY CORE	
Registration Number:	5289168	BELLY FOR ENTERPRISE	
Registration Number:	5289167	BLUE BY BELLY	
Registration Number:	5289170	FUTURE-PROOF YOUR LOYALTY SOLUTION	
Registration Number:	5473853	HATCH	
Registration Number:	5519312	HATCH	
Registration Number:	5529130	HATCH LOYALTY	
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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		

CH \$265.00 5912620

Address Line 4: San Francisco, CALIFORNIA 94111-5840

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/

DATE SIGNED: 05/25/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment Agreement”) is duly made, executed and delivered as of May 18, 2021, by and between Stuzo Acquisition, LLC, a Delaware limited liability company, having an address of 70 W. Madison St., Ste. 5710, Chicago, IL 60602 (“Assignee”), and Stuzo, LLC, a Delaware limited liability company, having an address of 211 N. 13th St., Ste. 802, Philadelphia, PA 19107 (“Assignor”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the “Purchase Agreement”), by and among Assignor, Assignee, Stuzo Holdings, LLC, a Delaware limited liability company, and the Equityholders named therein.

RECITALS:

A. Pursuant to, and subject to the terms and conditions of, the Purchase Agreement, Assignor desires to sell, convey, transfer, deliver and assign to Assignee all of its right, title, and interest in and to the Proprietary Rights owned by, licensed to or used or held for use by Assignor and all goodwill associated therewith, including the Proprietary Rights listed on Exhibit A hereto.

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement.

C. Assignor is willing to assign all right, title, and interest it has in and to the Proprietary Rights owned by, licensed to, or used or held for use by Assignor on the terms and subject to the conditions set forth in this Assignment Agreement.

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

1. Assignment. Effective as of the date hereof, Assignor hereby irrevocably sells, conveys, transfers, delivers and assigns to Assignee, its successors and assigns, in perpetuity, all of Assignor’s worldwide right, title, and interest in and to all Proprietary Rights owned by Assignor or used or held for use by Assignor and all goodwill associated therewith, including the Proprietary Rights identified in Exhibit A (collectively, the “Assigned IP”).

a. Specifically, with regard to the trademarks identified in Exhibit A, Assignor hereby irrevocably sells, conveys, transfers, delivers and assigns to Assignee, its successors and assigns, in perpetuity, and Assignee hereby accepts all of Assignor’s right, title, and interest in and to the following:

i. The trademark registration and trademark applications and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; and with respect to the United States intent-to-use trademark application set forth in Exhibit A, the transfer of such application accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s ongoing and existing business, or that portion of Assignor’s ongoing and existing business, to which the trademark pertains;

- ii. All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- iii. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- iv. Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as they may reasonably request to confirm or for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by Assignee to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, at the sole cost of Assignee, and Assignor shall reasonably cooperate therewith. Assignor shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as otherwise expressly authorized by Assignee in writing.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Controlling Law and Jurisdiction. This Assignment Agreement is governed by and will be construed in accordance with the laws of Delaware, applicable therein without giving effect to any choice of law or conflict of law provision or rule (whether Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than Delaware.

5. Entire Agreement; Amendment. This Assignment Agreement, together with Exhibit A attached hereto, the Purchase Agreement and the other agreements contemplated thereby, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all other understandings and agreements, either oral or written, between the parties hereto with respect to such subject matter. This Agreement may not be altered, amended or modified, except by written instrument signed by the parties hereto.

6. Non-Waiver of Rights. The failure of a party hereto to enforce any of the provisions of this Assignment Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights or in any way affect the validity of this Assignment Agreement. In order to be enforceable, a waiver must be in writing and signed by the party against whom the waiver is to be enforced. The failure of any party to exercise any of said provisions or rights shall not preclude or

prejudice such party from later enforcing or exercising the same or any other provisions or rights that it may have under this Assignment Agreement.

7. Headings. The headings and captions used in this Assignment Agreement are intended and shall for all purposes be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in multiple counterparts (including email, facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together shall constitute one agreement.

9. Invalid Provisions. If any term, provision, covenant or condition of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties desire the remainder of the provisions to remain in full force and effect and not to be affected, impaired or invalidated.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first written above.

STUZO, LLC

By Gunter Pfau
Name: Gunter Pfau
Title: Chief Executive Officer

STUZO ACQUISITION, LLC

By _____
Name: Ryan Anthony
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first written above.

STUZO, LLC

By _____
Name: Gunter Pfau
Title: Chief Executive Officer

STUZO ACQUISITION, LLC


By  _____
Name: Ryan Anthony
Title: President

EXHIBIT A
Proprietary Rights

Trademarks	Jurisdiction of Registration	Registration Number/ Application Number	Registration Date/Application Date	Applicant/ Registrant
OPEN COMMERCE	United States	5912620	11/19/2019	Stuzo, LLC
WALLET STEERING	United States	90626947 (Sec. 1(b))	04/06/2021	Stuzo, LLC
WALLET STEERING	United States	90676886 (Sec. 1(a))	04/28/2021	Stuzo, LLC
BELLY CORE	United States	5289169	09/19/2017	Stuzo, LLC
BELLY FOR ENTERPRISE	United States	5289168	09/19/2017	Stuzo, LLC
BLUE BY BELLY	United States	5289167	09/19/2017	Stuzo, LLC
FUTURE-PROOF YOUR LOYALTY SOLUTION	United States	5289170	09/19/2017	Stuzo, LLC
HATCH	United States	5473853	05/22/2018	Stuzo, LLC
HATCH (Stylized)	United States	5519312	07/17/2018	Stuzo, LLC
HATCH LOYALTY	United States	5529130	07/31/2018	Stuzo, LLC

Domain Name	TLD	Create Date	Ownership Date	Expiration Date	Lock	Auto-renew	Status
cannabisdigitalranking.com	.COM	9/13/18	9/13/18	9/13/21	Locked	On	Active
cannabisfuturevision.com	.COM	9/13/18	9/13/18	9/13/21	Locked	On	Active
conexusquickstart.com	.COM	3/3/17	3/3/17	3/3/23	Locked	On	Active

<u>cstoreconsumerinsights.com</u>	.COM	11/30/17	11/30/17	11/30/21	Locked	On	Active
<u>cstoredigitalranking.com</u>	.COM	2/24/17	2/24/17	2/24/23	Locked	On	Active
<u>cstorefuturevision.com</u>	.COM	11/30/17	11/30/17	11/30/21	Locked	On	Active
<u>groceryconsumerinsights.com</u>	.COM	5/4/18	5/4/18	5/4/24	Locked	On	Active
<u>grocerydigitalranking.com</u>	.COM	3/8/17	3/8/17	3/8/23	Locked	On	Active
<u>groceryfuturevision.com</u>	.COM	5/4/18	5/4/18	5/4/24	Locked	On	Active
<u>knowandactivate.com</u>	.COM	12/17/19	12/17/19	12/17/22	Locked	On	Active
<u>openauto.io</u>	.IO	4/14/17	4/14/17	4/14/23	Locked	On	Active
<u>opencommerce.ai</u>	.AI	10/15/20	10/15/20	10/15/22	Locked	On	Active
<u>qsrconsumerinsights.com</u>	.COM	11/30/17	11/30/17	11/30/21	Locked	On	Active
<u>qsrdigitalranking.com</u>	.COM	3/8/17	3/8/17	3/8/23	Locked	On	Active
<u>qsrfuturevision.com</u>	.COM	11/30/17	11/30/17	11/30/21	Locked	On	Active
<u>retailfuturevision.com</u>	.COM	11/30/17	11/30/17	11/30/21	Locked	On	Active
<u>STUZO.COM</u>	.COM	11/30/04	11/2/07	11/30/29	Locked	On	Active
<u>STUZO.NET</u>	.NET	11/30/04	10/18/07	11/30/21	Locked	On	Active
<u>STUZO.ORG</u>	.ORG	6/21/05	4/26/07	6/21/22	Locked	On	Active
<u>STUZOMAIL.COM</u>	.COM	4/14/10	4/14/10	4/14/22	Locked	On	Active
<u>oc.ai</u>	.AI	12/16/2017	12/15/2020	2/3/2023	Locked	On	Active

Open Commerce Proprietary Software

- Open Commerce Core Platform & Infrastructure
 - Open Commerce Activate Product
 - Open Commerce Transact Product
 - Open Commerce Experience Product

Wallet Steering System

- Know and Activate Method and unregistered trademark

Insight Platforms

- C-Store Digital Ranking
- C-Store Consumer Insights
- C-Store Future Vision