

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM711695

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ASHH, INC.		01/24/2022	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OozeX Licensing, LLC		
<b>Street Address:</b>	13231 Northend Avenue		
<b>City:</b>	Oak Park		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48237		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5704107	LOUD LOCK	
<b>Registration Number:</b>	5704108	LOUD LOCK	
<b>Registration Number:</b>	5851104	O	
<b>Registration Number:</b>	5124990	OOZE	
<b>Registration Number:</b>	5851113	OOZE	
<b>Registration Number:</b>	5807341	OOZE	
<b>Registration Number:</b>	5851101	OOZE	
<b>Registration Number:</b>	6056318	SLIM TWIST PRO	
<b>Registration Number:</b>	6301972	SLUGGER	
<b>Registration Number:</b>	6011259	TWIST	
<b>Registration Number:</b>	6056317	TWIST TWIST	
<b>Registration Number:</b>	6149315		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	248-566-8406		
<b>Email:</b>	trademark@honigman.com		
<b>Correspondent Name:</b>	Anessa O. Kramer		
<b>Address Line 1:</b>	39400 Woodward Avenue, Suite 101		

CH \$315.00 5704107

**Address Line 4:** Bloomfield Hills, MICHIGAN 48304-5151

**ATTORNEY DOCKET NUMBER:** 267968-452013

**NAME OF SUBMITTER:** Anessa Kramer

**SIGNATURE:** /Anessa Kramer/

**DATE SIGNED:** 03/02/2022

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of January 24, 2022, is made by ASHH, INC., a Michigan corporation, whose address is 13231 Northend Avenue, Oak Park, MI 48237 ("Assignor"), in favor of OOXEX LICENSING, LLC, a Michigan limited liability company, whose address is 13231 Northend Avenue, Oak Park, MI 48237 ("Assignee").

### RECITALS:

WHEREAS, Assignor desires to convey, assign and transfer to Assignee certain intellectual property described and listed in Schedule A attached hereto and made part hereof (collectively, the "Intellectual Property"), pursuant to the terms and conditions of this Agreement.

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

1. Assignment. Effective as of the date hereof, Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes all of Assignor's right, title, and interest in and to the Intellectual Property and the goodwill of the business in which the Intellectual Property is used. Assignor further hereby represents and warrants that the items listed in Schedule A are currently owned by Assignor. Assignee, by this Agreement, shall become entitled to all rights, titles, and interests of Assignor in and to the Intellectual Property as if Assignee were the original party thereto or owner thereof.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors and assigns, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Intellectual Property to Assignee, or any assignee or successor thereto.

3. No Liabilities Assumed. Assignee assumes no liability or obligation with respect to, and Assignor retains full and complete responsibility for, and full obligation and liability in respect of, all indebtedness, obligations, claims and other liabilities (direct or indirect, known or unknown, choate or inchoate, absolute or contingent) of whatever nature of Assignor with respect to the Intellectual Property.

4. Other Intellectual Property. To the extent that Assignor owns any intellectual property related to the Assignee that is not listed on Schedule A, Assignor hereby conveys, assigns and transfers all of its rights, title and interests in and to that remaining intellectual property for Assignee's own use and enjoyment, and for use and enjoyment of Assignee's

successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

5. Power of Attorney. In order to secure the performance of the Assignor's obligations under this Assignment, the Assignor irrevocably and unconditionally appoints the Assignee to be its attorney in its name and on its behalf, which is coupled with an interest, to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Agreement. A certificate in writing, signed by any director or the secretary of the Assignee that any instrument or act falls within the authority conferred by this Assignment shall be conclusive evidence that such is the case so far as any third party is concerned.

6. Waiver; Modification. Waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. This Agreement may not be modified, altered, amended, or otherwise changed except by a written instrument executed by each of the parties.

7. Notices. All notices made pursuant to this Agreement shall be in writing and shall be sufficiently served when delivered personally to the party to be notified or sent by certified mail to the last known address, as determined by using due diligence, of the party to be notified.

8. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

9. Section Headings. Section headings have been inserted in this Agreement for convenience of reference only. If there is any conflict between such headings and the text of this Agreement, the text shall control.

10. Severability. In the event that any provision of this Agreement is declared to be illegal or invalid, only such provision shall be affected. This Agreement shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.

11. Applicable Law. This Agreement shall be construed in accordance with the internal laws of the State of Michigan without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.


12. Counterparts. This Agreement may be executed in counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**[Signatures, Schedules, and Exhibits appear on following pages]**

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


**ASSIGNOR:**

ASHH, INC.,  
a Michigan corporation

By:   
Name: Vincent Ayer  
Its: Authorized Representative

**ASSIGNEE:**

OOZEX LICENSING, LLC,  
a Michigan limited liability company

By:   
Name: Vincent Ayer  
Its: Authorized Representative