

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724063

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of Conveyance to Assignment of an undivided part of the assignor's interest previously recorded on Reel 007354 Frame 0506. Assignor(s) hereby confirms the Assignment.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAYFAIR BRANDS LIMITED		02/12/2021	Limited Company: HONG KONG
RECEIVING PARTY DATA			
Name:	Pantone Projects, Inc.		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4401807	ENERPLEX	
Registration Number:	4441523	ENERPLEX	
Registration Number:	5124314	ENERPLEX	
Registration Number:	4112031	EZ INFLATE	
Serial Number:	90044030	ENERPLEX	
Serial Number:	90457291	ENERPLEX	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<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:	2483584400		
Email:	thrasiotm@brookskushman.com		
Correspondent Name:	Lena Haidous		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075-1238		
ATTORNEY DOCKET NUMBER:	THRT0627TP		
NAME OF SUBMITTER:	Lena Haidous		

CH \$165.00 4401807

SIGNATURE:	/lena haidous/
DATE SIGNED:	04/26/2022
Total Attachments: 12 source=July 14, 2021 assignment-tm-7354-0506 (4)#page1.tif source=July 14, 2021 assignment-tm-7354-0506 (4)#page2.tif source=July 14, 2021 assignment-tm-7354-0506 (4)#page3.tif source=July 14, 2021 assignment-tm-7354-0506 (4)#page4.tif source=July 14, 2021 assignment-tm-7354-0506 (4)#page5.tif source=July 14, 2021 assignment-tm-7354-0506 (4)#page6.tif source=July 14, 2021 assignment-tm-7354-0506 (4)#page7.tif source=July 14, 2021 assignment-tm-7354-0506 (4)#page8.tif source=July 14, 2021 assignment-tm-7354-0506 (4)#page9.tif source=July 14, 2021 assignment-tm-7354-0506 (4)#page10.tif source=Please_DocuSign_Mayfair_IPAA_Amendment_[Exec#page1.tif source=Please_DocuSign_Mayfair_IPAA_Amendment_[Exec#page2.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAYFAIR BRANDS LIMITED		02/12/2021	Limited Company: HONG KONG
RECEIVING PARTY DATA			
Name:	PANTONE PROJECTS, INC.		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4401807	ENERPLEX	
Registration Number:	4441523	ENERPLEX	
Registration Number:	5124314	ENERPLEX	
Registration Number:	4112031	EZ INFLATE	
Serial Number:	90044030	ENERPLEX	
Serial Number:	90457291	ENERPLEX	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<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:	2483584400		
Email:	thrasiotm@brookskushman.com		
Correspondent Name:	Robyn S. Lederman		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075-1238		
ATTORNEY DOCKET NUMBER:	THRT0627TP		
NAME OF SUBMITTER:	Robyn S. Lederman		
SIGNATURE:	/robyn s lederman/		
DATE SIGNED:	07/14/2021		

CH \$165.00 4401807

Total Attachments: 8

source=REDACTED Mayfair_Intellectual_Property_Assignment_Agreement_[Execution_Ve_24772_1 (1)#page1.tif

source=REDACTED Mayfair_Intellectual_Property_Assignment_Agreement_[Execution_Ve_24772_1 (1)#page2.tif

source=REDACTED Mayfair_Intellectual_Property_Assignment_Agreement_[Execution_Ve_24772_1 (1)#page3.tif

source=REDACTED Mayfair_Intellectual_Property_Assignment_Agreement_[Execution_Ve_24772_1 (1)#page4.tif

source=REDACTED Mayfair_Intellectual_Property_Assignment_Agreement_[Execution_Ve_24772_1 (1)#page5.tif

source=REDACTED Mayfair_Intellectual_Property_Assignment_Agreement_[Execution_Ve_24772_1 (1)#page6.tif

source=REDACTED Mayfair_Intellectual_Property_Assignment_Agreement_[Execution_Ve_24772_1 (1)#page7.tif

source=REDACTED Mayfair_Intellectual_Property_Assignment_Agreement_[Execution_Ve_24772_1 (1)#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of February 12, 2021 (the “**Effective Date**”), is entered by and among MAYFAIR BRANDS LIMITED, a Hong Kong limited company (the “**Company**” or “**Assignor**”) and PANTONE PROJECTS, INC., a Delaware corporation (“**Assignee**”) pursuant to that certain asset purchase agreement, dated February 12, 2021, by and among Assignee, Assignor, DEREK DEMEO, and VINCENT LAU (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Assignee and the Assignor shall be referred to herein as the “**Parties**” or each, a “**Party**”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment - For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor’s right, title, goodwill, and interest in and to the “**Intellectual Property Assets**”:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

e. Trademarks set forth in Exhibit C attached hereto;

■ [REDACTED]

■ [REDACTED]

h. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified

above;

i. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “**Licenses**”);

j. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

k. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, existing or arising before the Closing Date.

2. Recordation and Further Actions - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]



[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNORS:

MAYFAIR BRANDS LIMITED

By: DocuSigned by:
Derek DeMeo
C7BB40954F0F40A...
Name: Derek DeMeo
Title: Director

By: DocuSigned by:
Vincent Lau
A6C5F6G4A40E420...
Name: Vincent Lau
Title: Director

ASSIGNEE:

PANTONE PROJECTS, INC.

By: DocuSigned by:
Michael Fahey
465GG0D2550D48C...
Name: Michael Fahey
Title: Secretary

EXHIBIT A**EXHIBIT B****EXHIBIT C****Trademarks**

Mark	Mark Type	Country	Application Number/Serial Number	Registration Number	Status
ENERPLEX	Wordmark	US	90044030		Notice of Allowance Issued and Statements of Use filed; in each instance
ENERPLEX	Wordmark	US	90457291		Pending
ENERPLEX	Wordmark	US	85979481	4401807	Registered
ENERPLEX	Wordmark	US	85979980	4441523	Registered
ENERPLEX	Wordmark	US	87087011	5124314	Registered

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
EZ INFLATE	Wordmark	US	76703405	4112031	Registered
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

EXHIBIT D

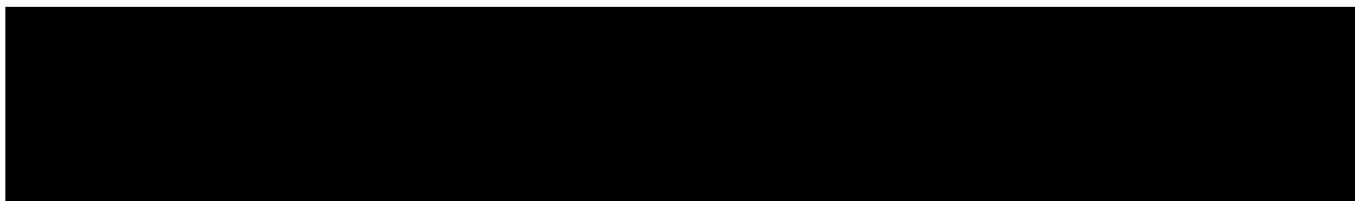
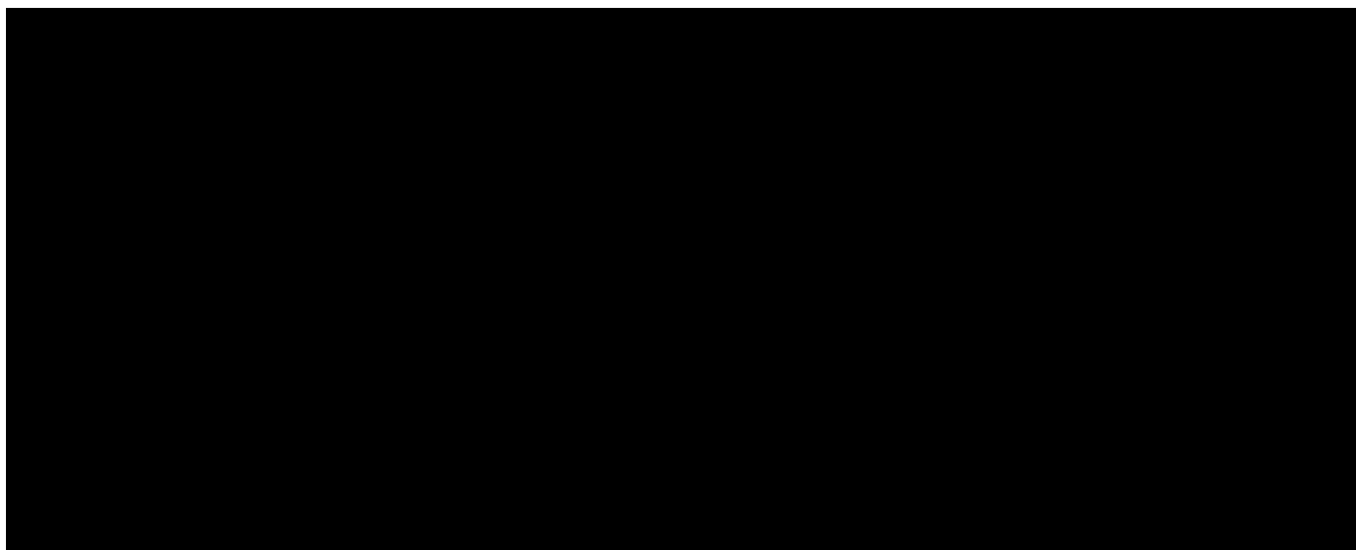


EXHIBIT E



Final
PRIVILEGED AND CONFIDENTIAL

AMENDMENT TO AGREEMENTS

This Amendment to Agreements (this "Amendment"), dated April 14, 2022 is entered into by and among Mayfair Brands Limited, a Hong Kong limited company, Vincent Lau, Derek DeMeo and Pantone Projects, Inc. (collectively, the "Parties")

WHEREAS, the Parties have entered into an intellectual property assignment agreement (the "IPAA"), an asset purchase agreement (the "Agreement") and the disclosure schedules prepared in connection with the Agreement (the "Disclosure Schedules"), each dated as of February 12, 2021 (together, the "Existing Agreements"); and

WHEREAS, the Parties hereto desire to amend the Existing Agreements to include certain intellectual property on the terms and subject to the conditions set forth herein.

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

1. Amendments to the Existing Agreements. Pursuant to Section 8.11 of the Agreement, as of the date hereof, the Existing Agreements are hereby amended or modified as follows:
 - a. In *Exhibit A* of the IPAA, the second row on the table below "Trademarks" is hereby deleted in its entirety and a new row shall be inserted in the second row of the table, as noted below.

Mark	Mark Type	Country	Application Number/Serial Number	Registration Number	Status
ENERPLEX (Class 9 and 20 only. Class 10 excluded from assignment)	Wordmark	US	90044030	6324387	Registered

- b. In *Schedule 4.10(a)* of the Disclosure Schedules, the second row on the table below "Trademarks" is hereby deleted in its entirety and a new row shall be inserted in the second row of the table, as noted below.

Mark	Mark Type	Country	Application Number/Serial Number	Registration Number	Status
ENERPLEX (Class 9 and 20 only. Class 10 excluded from assignment)	Wordmark	US	90044030	6324387	Registered

Final
PRIVILEGED AND CONFIDENTIAL

IN WITNESS WHEREOF, the Parties have duly executed Amendment as of the day and year first above written.

PANTONE PROJECTS, INC.

DocuSigned by:
Michael Fahey
By: _____
Name: Michael Fahey
Title: Secretary

MAYFAIR BRANDS LIMITED

DocuSigned by:
Derek DeMeo
By: _____
Name: Derek DeMeo
Title: Director

DocuSigned by:
Derek DeMeo

DEREK DEMEO

DocuSigned by:
Vincent Lau

VINCENT LAU