

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775304

<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>
Social Fabriq, Inc.		09/07/2022	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sowlutions Inc.		
<b>Street Address:</b>	16192 Coastal Highway		
<b>City:</b>	Lewes		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19958		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6895514	FABRIQ	
<b>Registration Number:</b>	6268467	FABRIQ	
<b>Serial Number:</b>	90328285	FABRIC	
<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>Email:</b>	abdo@sowlutions.com		
<b>Correspondent Name:</b>	Sowlutions Inc.		
<b>Address Line 1:</b>	16192 Coastal Highway		
<b>Address Line 4:</b>	Lewes, DELAWARE 19958		
<b>NAME OF SUBMITTER:</b>	Abdo Achkar		
<b>SIGNATURE:</b>	/Abdo Achkar/		
<b>DATE SIGNED:</b>	12/20/2022		
<b>Total Attachments: 2</b>			
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**CONFIRMING TRADEMARK ASSIGNMENT AGREEMENT**

This Confirming Trademark Assignment Agreement (the “**Agreement**”) is effective as of September 7, 2022 (the “**Effective Date**”), by and between Social Fabriq, Inc., a Delaware limited liability company (“**Assignor**”), and Sowolutions, Inc., a Delaware corporation (“**Assignee**”) (together the “**Parties**” and each individually a “**Party**”).


**WHEREAS**, Assignor is the owner of certain trademarks, whether registered or unregistered, that are identified in **Schedule A** attached hereto, including all goodwill associated therewith, and all accrued and unaccrued claims for infringement or violation of any rights therein (“**Assigned Trademarks**”); and


**WHEREAS**, the Parties entered into an Asset Purchase Agreement dated September 7, 2022 (the “**APA**”), whereby Assignor transferred to Assignee all right, title and interest in and to the Assigned Trademarks, along with all of Assignor’s business relating to the Assigned Trademarks.

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

1. **Assignment of Intellectual Property.** As of the Effective Date, Assignor assigned to Assignee all of Assignor’s right, title, and interest in and to all of the Assigned Trademarks (including all goodwill associated therewith and all accrued or unaccrued claims for infringement or violation of any rights therein). The Parties agree that Assignee is the successor to all of Assignor’s business that pertains to the Assigned Trademarks.
2. **Warranties and Representations.** Assignor hereby warrants and represents that: (a) at the time of execution of this Assignment, Assignor is and was the lawful owner of the entire right, title, and interest in and to the Assigned Trademarks; (b) Assignor has not entered into any assignment, contract or understanding in conflict herewith; (c) the Assigned Trademarks do not infringe any rights of any third party, and (d) there exists no valid claim or basis for challenging the enforceability or validity of the Assigned Trademarks.
3. **Cooperation.** Assignor hereby covenants and agrees to assist and cooperate with Assignee such that Assignee may enjoy to the fullest extent all of the right, title, and interest conveyed herein. Assignor shall, at Assignee’s request, promptly execute all papers that are deemed necessary or desirable by Assignee to perfect the right, title and interest herein conveyed herein, for filing or prosecuting of any the United States or foreign country applications for the protection of the Assigned Trademarks.
4. **Assignment.** The terms, covenants and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or other legal representatives, and shall be binding upon Assignor, its heirs, legal representatives, and assigns.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this instrument on the date set forth below, to be effective as of the Effective Date.

Assignor   
\_\_\_\_\_  
Social Fabriq, Inc.  
By: Adam Taylor  
Title: CEO

Assignee   
\_\_\_\_\_  
Sowolutions, Inc.  
By: Abdo Achkar  
Title: CEO

**Schedule A**  
**The Assigned Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Class: Goods/Services</b>	<b>App. No. / Reg. No.</b>	<b>Filing Date / Reg. Date</b>	<b>Status</b>
US	FABRIQ	9: Downloadable software for mobile phones, namely, relationship manager software for organizing and strengthening real-life relationships	6895514	8-Nov-2022	Registered
US	FABRIC	9: Downloadable podcasts in the field of social wellness; downloadable software for mobile phones, namely, Relationship manager software for organizing and strengthening real-life relationships; downloadable software for mobile phones, namely, for playing games; downloadable software for mobile phones, namely, for reading articles and news; Downloadable software that allows users to access information and recommendations in the field of social wellness 45: Internet-based social introduction and social networking services; Providing information and recommendations regarding personal development, self-improvement, self-fulfillment, relationship building, and interpersonal communication, all in the field of social wellness	90/328285	18-Nov-2020	Allowed
US	FABRIQ	9: Downloadable podcasts in the field of social wellness; downloadable software for mobile phones, namely, software to access information and recommendations in the field of social wellness. 45: Providing information and recommendations regarding personal development, self-improvement, self-fulfillment, relationship building, and interpersonal communication, all in the field of social wellness.	6268467	09-Feb-2021	Registered

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