

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Agreement") is made this October 25, 2019, from Jens Fit Life, LLC, a Maryland limited liability company, with a principal place of business at 9808 Dubarry Street, Glenn Dale, Maryland 20769 ("Assignor"), to Bluestream Enterprises, LLC, a Florida limited liability company, dba BoxDog, with a principal place of business at 5409 Overseas Highway #64, Marathon, Florida 33050 ("Assignee").

RECITALS

A. Assignor has registered, is the sole owner of, and is using the trademark described below (the "Trademark"):

BOXDOG, Registration Number 4976498, registered June 14, 2016 in International Class 035 for services described as "On-line retail store services featuring pet apparel, toys, and specialty foods."

B. Assignor has agreed to assign the Trademark to Assignee, and Assignee wishes to acquire the Trademark.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. **ASSIGNMENT.** In consideration of the payment of one thousand, six hundred Dollars (\$1,600.00), receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, the registration thereof, and all rights of action, powers, and benefits belonging or accrued to the Trademark, including the right to take action against any person for any infringement of the Trademark occurring before the effective date of this Assignment.

2. **CESSATION OF USE.** Assignor agrees to cease all use of the Trademark in any manner.

3. **NO ASSUMPTION OF LIABILITIES.** Notwithstanding anything to the contrary herein, Assignor does not assign, and Assignee does not assume or agree to pay, discharge or perform, any liabilities of Assignor.

4. **FURTHER ASSURANCES.** Assignor further agrees to execute all documents as may be required to give effect to the terms of this Agreement and to cooperate with Assignee, its successors, assigns and legal representatives, in obtaining and presenting evidence in connection therewith or in policing or enforcing of the right to transfer hereby.

5. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

6. **ENTIRE AGREEMENT; MODIFICATION; WAIVER.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. This Agreement supersedes all prior and contemporaneous agreements and all prior and contemporaneous representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

8. **GOVERNING LAW, VENUE AND SEVERABILITY.** This Agreement shall be governed by and construed under the laws of the State of Florida and any actions in connection with or arising out of this Agreement shall be commenced and maintained only in the Monroe County, Florida. If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

9. **COSTS.** Each of the parties shall bear its own legal fees and costs associated with this matter. Assignee shall bear the cost of recording the assignment with the U.S. Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the Effective Date.

Assignor:

Jens Fit Life, LLC

By: Jen Sylvester
Name: Jen Sylvester
Its: Manager

Subscribed and Sworn to before me, a Notary Public, in and for County of Fairfield and State of Connecticut, this 25 day of October, 2019



JESSICA L. MOODY
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. 05/31/2022

SIGN BEFORE NOTARY AND ATTACH NOTARY ACKNOWLEDGEMENT

ACCEPTANCE OF ASSIGNMENT

The undersigned hereby accepts and consents to the foregoing Assignment according to the terms and provisions thereof.

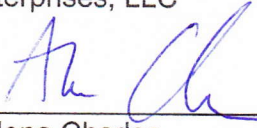
Assignee:

Bluestream Enterprises, LLC

By:

Name:

Its:



Alena Charles
Manager