

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6947430

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	KYLE MCGETRICK	06/29/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PENNY ROSE SOLUTIONS, INC.	
<b>Street Address:</b>	85 WEST STREET	
<b>City:</b>	WALPOLE	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	02081	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	29709946
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(248)358-3351	
<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>	2483584400	
<b>Email:</b>	tjoslyn@brookskushman.com	
<b>Correspondent Name:</b>	BROOKS KUSHMAN P.C.	
<b>Address Line 1:</b>	1000 TOWN CENTER	
<b>Address Line 2:</b>	TWENTY-SECOND FLOOR	
<b>Address Line 4:</b>	SOUTHFIELD, MICHIGAN 48075	
<b>ATTORNEY DOCKET NUMBER:</b>	THRP0204A	
<b>NAME OF SUBMITTER:</b>	ISHEETA T. PATEL	
<b>SIGNATURE:</b>	/Isheeta T. Patel/	
<b>DATE SIGNED:</b>	10/01/2021	
<b>Total Attachments: 9</b>		
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”)**, dated as of June 29, 2021, and is by and among Mellow Militia, LLC, a Florida limited liability company (the “Seller”), Kyle McGetrick, an individual (“Principal 1”), Amy Corey, an individual (“Principal 2”, and together with Principal 1 and the Seller, the “Assignors” and each an “Assignor”) and Penny Rose Solutions, Inc., a Delaware corporation (the “Assignee”) pursuant to that certain asset purchase agreement, dated June 29, 2021, by and among Assignee and, Assignors (as may be amended, supplemented, acquired or otherwise modified from time to time, the “Purchase Agreement”). Together Buyer and the Sellers 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 following (collectively, the “**Intellectual Property Assets**”):

a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held including those set forth in Exhibit A attached hereto (collectively, the “**Copyrights**”);

b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

d. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including those set forth in Exhibit B attached hereto (collectively, the “**Patents**”);

e. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same

and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the **“Trademarks”**);

f. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including (collectively, the **“Mask Works”**);

g. all internet websites and internal domain names, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the **“Domain Names”**);

h. all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on Exhibit E attached hereto (collectively, the **“Social Media Accounts”**);

i. 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;

j. 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”**);

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

l. 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.

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.

4. Entire Agreement - This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby, including without limitation Seller

Affidavit contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

5. Amendment and Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

6. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 8.14 and 8.15 of the Purchase Agreement.

8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

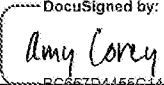
*[remainder of page left intentionally blank]*

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

**Assignors:**

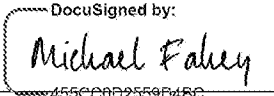
**MELLOW MILITIA, LLC**

By:  DocuSigned by:  
944A65FC0E76489...  
Name: Kyle McGetrick  
Title: Manager

 DocuSigned by:  
BC667D4466C14D5...  
**Amy Corey**

**Assignee:**

**PENNY ROSE SOLUTIONS, INC.**

By:  DocuSigned by:  
455C08D2559D4BC...  
Name: Michael Fahey  
Title: Secretary

**EXHIBIT A**  
**Copyrights**

**None.**

**EXHIBIT B**  
**Patents**

Title	Application Number	Reg. Number	Patent Type	Status	Filing Date
Board game system. method of use, and method of assembly	16/791,259	10,981,049	Utility	Registered	2/14/2020
Game system with tossable object and method of assembly	16/791,237	10,981,041	Utility	Registered	2/14/2020
Tabletop game	29/754,411	D915,519	Design	Registered	10/9/2020
Tabletop game	29/676,005	D902,317	Design	Registered	1/7/2019
Portable target game system with tripod assembly	16/284,628	10,625,132	Utility	Registered	2/25/2019
Ring toss skill game	12/358,286	8,011,664	Utility	Registered	1/23/2009
INFLATABLE GAME SYSTEM AND METHOD OF USE	16/656,830	N/A	Utility	Pending Application	10/18/2019
INFLATABLE GAME SYSTEM	29/709,946	N/A	Design	Pending Application	10/18/2019

**EXHIBIT C**  
**Trademarks**

**Registered Trademarks**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Next Step</b>
1491023	1491023	Tiki Toss	WP	Registered	
2042720	2042720	Tiki Toss	AU	Registered	
1491023	1491023	Tiki Toss	EU	Registered	
UK00801491023	UK00801491023	Tiki Toss	UK	Registered	
1491023	1491023	Tiki Toss	JP	Registered	
85523202	4201881	Tiki Toss	US	Registered	9/4/2021
85523215	4201882	Mellow Militia	US	Registered	9/4/2021
85523227	4201883	MM	US	Registered	9/4/2021
87523703	5608822	Tee Toss	US	Registered	11/13/2023
87493196	5451209	Tiki Toss Board	US	Registered	4/24/2023

**Unregistered Trademarks**

<b>Mark</b>	<b>Type</b>	<b>Application Number (if any)</b>	<b>First Use Date</b>	<b>First Use in Commerce</b>
Free Toss	word	N/A	10/2017	10/2017
Adventure Island	word	N/A	10/2019	10/2019
Tiki Toss	design	N/A	10/2010	01/2011
Tee Toss	design	N/A	03/2017	05/2017



**EXHIBIT D**

**Domain Names**

<https://playtikitoss.com/>  
mellowmilitia.com

**EXHIBIT E**

**Social Media Accounts**

Tiki Toss / youtube –

<https://www.youtube.com/channel/UCstyog3V8oqy8PISGaCVhgg>

@tikitoss – Instagram

@teetoss – Instagram

TikiToss – Facebook

Mellow Militia - Facebook

**Certificate Of Completion**

Envelope Id: 46E5A67B964144EFA56E63CA0D8B263D

Status: Completed

Subject: Please DocuSign: Updated Tiki Toss Intellectual Property Assignment Agreement [8.26.21].docx

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

M&amp;A Legal

AutoNav: Enabled

85 West Street

Envelopeld Stamping: Enabled

Floor 3

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Walpole, MA 02081

Gerald.Charles@thras.io

IP Address: 108.184.64.243

**Record Tracking**

Status: Original

Holder: M&amp;A Legal

Location: DocuSign


8/26/2021 11:00:16 AM

Gerald.Charles@thras.io

**Signer Events**

Amy Corey

amy@mellowmilitia.com

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
BC657D4455C14D5...**Timestamp**

Sent: 8/26/2021 11:05:45 AM

Viewed: 8/26/2021 11:24:22 AM

Signed: 8/26/2021 11:24:35 AM

Signature Adoption: Pre-selected Style

Using IP Address: 98.185.219.238

**Electronic Record and Signature Disclosure:**

Accepted: 8/26/2021 11:24:22 AM

ID: 26914bb1-e2b8-4a13-82b1-aece80bb890f

KYLE MCGETRICK

kyle@mellowmilitia.com

founder

Mellow Militia, LLC

Security Level: Email, Account Authentication  
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944A65FC0E70469...

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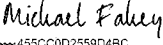
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Michael Fahey

Mike@Thras.io

General Counsel

Thrasio Enterprise Account

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
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Sent: 8/26/2021 11:05:45 AM

Resent: 8/26/2021 3:36:51 PM

Resent: 8/27/2021 6:18:59 AM

Viewed: 8/27/2021 7:17:56 AM

Signed: 8/27/2021 7:18:04 AM

Signature Adoption: Pre-selected Style

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**Electronic Record and Signature Disclosure:**

Accepted: 1/8/2021 11:23:11 AM

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Thaddeus Tirelli  
thaddeus@thras.io

COPIED

Sent: 8/26/2021 11:05:44 AM  
Viewed: 8/27/2021 7:30:07 AM

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Accepted: 4/9/2021 1:53:48 PM  
ID: cd2a9b35-d52a-452e-bf30-274263165425

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	8/27/2021 7:18:04 AM
Completed	Security Checked	8/27/2021 7:18:04 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure