

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM715624

<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>
The Treadstone Group, Inc.		03/21/2022	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Happy Nation Brand Management, LLC		
<b>Street Address:</b>	4 Limited Parkway		
<b>City:</b>	Reynoldsburg		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43068		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6588881	HAPPINATION LIFESTYLE	
<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>	VSSBMIP@victoria.com		
<b>Correspondent Name:</b>	Melissa Barnett		
<b>Address Line 1:</b>	Four Limited Parkway		
<b>Address Line 2:</b>	c/o Legal Services - IP Team		
<b>Address Line 4:</b>	Reynoldsburg, OHIO 43068		
<b>NAME OF SUBMITTER:</b>	Melissa Barnett		
<b>SIGNATURE:</b>	/Melissa Barnett/		
<b>DATE SIGNED:</b>	03/21/2022		
<b>Total Attachments: 9</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Agreement**"), dated as of the last signature below ("**Effective Date**"), is made by and between The Treadstone Group, Inc., a North Carolina, U.S.A. corporation ("**Assignor**"), and Happy Nation Brand Management, LLC., a Delaware, U.S.A. limited liability company ("**Assignee**").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title, and interest in and to certain Trademarks (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Trademarks, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademarks. Subject to the terms and conditions set forth herein, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, "**Acquired Rights**"), together with all common law rights and goodwill associated therewith and symbolized thereby:

(a) the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin ("**Trademarks**") listed on Schedule 1, and all registrations, applications for registration, and renewals of such Trademarks and all common law rights and goodwill associated therewith (collectively, "**Acquired Marks**"); and

(b) all internet domain name registrations and social media account or user names (including "handles") incorporating any Acquired Mark or any acronym, abbreviation, or component thereof, including the domain names and social media accounts listed on Schedule 2, and all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto.

2. Deliverables. Upon execution of this Agreement, Assignor shall deliver to Assignee an assignment in the form attached hereto as Exhibit A (the "**Assignment**") and duly executed by Assignor, transferring all of Assignor's right, title, and interest in and to the Acquired Rights to Assignee.

3. Further Assurances. From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

4. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that the statements contained in this Section 4 are true and correct as of the date hereof.

(a) Authority of Assignor; Enforceability. Assignor has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. No consent, approval, waiver, or authorization is required to be obtained by Assignor from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Assignor of this Agreement.

(b) Ownership. Assignor owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Acquired Rights and Assignor's ownership and use thereof.

(c) Registrations and Applications. Schedule 1 contains a correct, current and complete list of all registrations and applications for registration owned by Assignor in the Acquired Marks. All required filings and fees related to the trademark applications listed on Schedule 1 have been timely filed with and paid to the USPTO, and such trademark applications have at all times been and remain in good standing.

(d) Validity and Enforceability. The Acquired Rights are valid, subsisting, and enforceable in all applicable jurisdictions, and are not subject to any pending or threatened challenge or claim to the contrary.

(e) Legal Actions. There are no actions (including any opposition or cancellation proceedings) settled, pending, or, to Assignor's knowledge, threatened: (i) alleging any infringement, misappropriation, dilution, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Acquired Rights, (ii) challenging the validity, enforceability, registrability, or ownership of any Acquired Rights or Assignor's rights with respect thereto, or (iii) by Assignor or any third party alleging any infringement or other violation by any third party of any Acquired Rights.

5. Confidentiality. Assignor agrees to not disclose to any third party any information with respect to this Agreement, including financial terms.

6. Miscellaneous.

(a) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) on the date sent by email of a PDF document (with confirmation of transmission) during normal business hours of the recipient; and (ii) sent to the respective parties at the addresses on the signature page below.

(b) Entire Agreement. This Agreement, the documents to be delivered hereunder, and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(c) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America in the State of Ohio, and

each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(e) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(signature page follows)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

**ASSIGNOR:**

The Treadstone Group, Inc.  
A North Carolina corporation

By: *Ross D. Bulla*

Print Name: Ross D. Bulla  
Title: President

2173 Smith Harbour Dr.  
Denver, North Carolina 28037

**ASSIGNEE:**

Happy Nation Brand Management, LLC  
A Delaware limited liability company

DocuSigned by:  
*Alexis Tucay*  
By: FEE5BBC52950498

Print Name: Alexis Tucay

Title: VP, Treasury

4 Limited Parkway  
Reynoldsburg, Ohio 43068

**SCHEDULE 1****Acquired Marks**

Common law rights to HAPPINATION LIFESTYLE

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Description of Goods/Services</b>
Happination Lifestyle	United States	6,588,881	December 14, 2021	IC 021. US 002 013 023 029 030 033 040 050. G & S: Place mats, not of paper or textile; and IC 025. US 022 039. G & S: Ponchos; Wearable blankets in the nature of blankets with sleeves.

Schedule 1 – Acquired Marks

311614216.1

**TRADEMARK**  
**REEL: 007665 FRAME: 0846**

**SCHEDULE 2****Other Assets****Domains**

<b>Domain Name</b>	<b>Domain Registrar</b>	<b>Expiration Date</b>	<b>Registrant</b>
www.happination.org	NameCheap, Inc.	Nov. 15, 2021	[individual name withheld]
www.facebook.com/happination.lifestyle/	RegistrarSafe, LLC	Mar. 30, 2028	
www.instagram.com/happination.lifestyle /	RegistrarSafe, LLC	June 4, 2027	

**Social Media Accounts**

<b>Account Name/Username/Handle</b>	<b>Owner/Registrant</b>
www.facebook.com/happination.lifestyle/	
www.instagram.com/happination.lifestyle/	

**EXHIBIT A**

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, **THE TREADSTONE GROUP, INC.**, a corporation organized in North Carolina with a principal address of 2173 Smith Harbour Dr, Denver, North Carolina, 28037, USA (the "Assignor"), is the owner of the trademark and corresponding trademark registration listed in Schedule 1 attached hereto (the "Trademark");

WHEREAS, **HAPPY NATION BRAND MANAGEMENT, LLC**, a limited liability company organized in Delaware, USA with a principal address of 4 Limited Parkway, Reynoldsburg, Ohio, 43068, USA (the "Assignee") desires to acquire the Trademark and all goodwill associated therewith; and

WHEREAS, this Trademark Assignment Agreement is effective as of the last date of the signatures below;

NOW, THEREFORE, pursuant to the Trademark Assignment Agreement between the parties, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, transfers, and conveys to the Assignee all of Assignor's right, title, and interest in and to the trademarks set forth on Schedule 1 attached hereto and incorporated by this reference herein, together with all common law rights and goodwill associated therewith and symbolized thereby, and all claims and causes of action with respect to any of the foregoing, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement or other violation, and all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Assignor hereby authorizes 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 Assignment of Trademarks upon request by Assignee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates specified below.

**ASSIGNOR:**  
The Treadstone Group, Inc.  
A North Carolina corporation

*Ross D. Bulal*  
By:  
Print Name: Ross D. Bulal  
Title: President  
Date: February 9, 2022

**ASSIGNEE:**  
Happy Nation Brand Management, LLC  
A Delaware limited liability company

*[Signature]*  
By: \_\_\_\_\_  
Print Name: Alexis Tucay  
Title: VP, Treasury  
Date: 3/21/2022

**Schedule 1**  
**Assigned Marks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Description of Goods/Services</b>
Happination Lifestyle	United States	6,588,881	December 14, 2021	IC 021. US 002 013 023 029 030 033 040 050. G & S: Place mats, not of paper or textile; and IC 025. US 022 039. G & S: Ponchos; Wearable blankets in the nature of blankets with sleeves.

Schedule 1 to Exhibit A

311614216.1

Assignment of Trademark

**RECORDED: 03/21/2022**

**TRADEMARK**  
**REEL: 007665 FRAME: 0850**