

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tiger Capital Group, LLC		04/26/2023	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Richer Poorer Acquisition LLC		
Street Address:	8760 Clay Road		
Internal Address:	Suite 100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77080		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5469460	RICHER POORER	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<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:	2163485400		
Email:	ipmailbox@mcdonaldhopkins.com		
Correspondent Name:	McDonald Hopkins LLC		
Address Line 1:	600 Superior Avenue East		
Address Line 2:	Suite 2100		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	50476-00036		
NAME OF SUBMITTER:	Maria Ruggiero		
SIGNATURE:	/Maria Ruggiero/		
DATE SIGNED:	05/09/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of April 26, 2023 (“Effective Date”), by and between TIGER CAPITAL GROUP, LLC, Massachusetts limited liability company (“Assignor”), and RICHER POORER ACQUISITION LLC, a Delaware limited liability company (“Assignee”). Each Assignor and Assignee may be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to the Asset Purchase Agreement (the “Purchase Agreement”) between the Parties, dated as of April 26, 2023, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations of RICHER POORER LLC, a Delaware limited liability company, previously acquired by Assignor and as set forth on Schedule A attached hereto, together with the goodwill associated therewith (collectively, the “Marks”).

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

Section 1. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sell, assign, transfer and convey to Assignee, its successors, assigns, and legal representatives, free and clear of any liens or encumbrances in accordance with the Purchase Agreement, and Assignee hereby acquires and accepts from Assignor, Assignor’s entire ownership, right, title and interest in and to the Marks, including all associated and ancillary rights with respect to the Marks and all goodwill and rights associated with and symbolized by the applicable Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by each Assignor if this Assignment had not been made, together with the rights to (a) all income, royalties, fees, damages, payments, and other proceeds due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, (b) bring actions, defend against or otherwise recover for past, present or future infringement or other unauthorized use of the Marks, (c) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof in any jurisdiction, (d) grant licenses or other interests therein, and (e) all common law rights associated with the Marks.

Section 2. Acknowledgement. Assignor hereby acknowledges and agrees that from and after the Effective Date, as between the Parties, Assignee shall be the exclusive owner of the Marks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any local trademark offices or applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Section 3. Further Assurances. From time to time, pursuant to Assignee’s request, and without further consideration by Assignee, Assignor shall, and shall cause their respective affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices,

assumptions, releases, acquaintances, instruments and documents of conveyance and transfer or assumption, and take such other actions and shall execute and deliver such other documents, certifications and further assurances, in each case as may be necessary or appropriate to make effective this Assignment or enable Assignee (at Assignee's expense) to record its ownership of the Marks in relevant U.S. and foreign local, state and national trademark offices.

Section 4. Successors and Assigns. This Assignment is binding on and inures to the benefit of the Parties and their respective successors and assigns.

Section 5. Severability. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 6. Amendments and Waivers. This Assignment may not be amended except by an instrument in writing signed by each Party. By an instrument in writing, Assignor, on the one hand, or Assignee, on the other hand, may waive compliance by the other with any term or provision of this Assignment that the other Party was or is obligated to comply with or perform. Such waiver or failure to insist on strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure of compliance.

Section 7. Governing Law. This Assignment is for the benefit of the Parties, and shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard 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.

Section 8. Entire Agreement. This Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings relating to such subject matter.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.


TIGER CAPITAL GROUP, LLC

DocuSigned by:
Mark Naughton
By: _____
Name: Mark P. Naughton
Title: Senior General Counsel

RICHER POORER ACQUISITION LLC

DocuSigned by:
Andrew Clarke
By: _____
Name: Andrew Clarke
Title: Chief Executive Officer

SCHEDULE A

Mark	Owner of Mark	Registration no.	Registration Date
RICHER POORER	Richer Poorer LLC	5469460	May 15, 2018
RICHER POORER INC.	Richer Poorer LLC	4229779	October 23, 2012
	Richer Poorer LLC	4945070	April 26, 2016