

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rook Clothing Company, LLC		04/30/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Rook Coffee Roasters Holdings, LLC		
Street Address:	60R Monmouth Road		
City:	Oakhurst		
State/Country:	NEW JERSEY		
Postal Code:	07732		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4250495	ROOK	
Registration Number:	4637678	ROOK	
CORRESPONDENCE DATA			
Fax Number:	7329357122		
<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:	732-935-7100		
Email:	cguarino@mtiplaw.com		
Correspondent Name:	Charles P. Guarino		
Address Line 1:	1030 Broad Street		
Address Line 2:	Suite 203		
Address Line 4:	Shrewsbury, NEW JERSEY 07702		
ATTORNEY DOCKET NUMBER:	ROOK005		
NAME OF SUBMITTER:	Charles P. Guarino		
SIGNATURE:	/Charles P. Guarino/		
DATE SIGNED:	04/30/2018		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARK RIGHTS

This Trademark Assignment Agreement ("Assignment") is made as of April 30, 2018 (the "Effective Date"), by and between Rook Clothing Company, LLC, a California limited liability company ("Assignor"), and Rook Coffee Roasters Holdings LLC, a New Jersey limited liability company with a place of business at 60R Monmouth Road, Oakhurst, New Jersey 07732 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and service marks listed in Schedule A (collectively, the "Marks");

WHEREAS, Assignee desires to acquire all of Assignor's rights in and to the said Marks and the goodwill of the business associated with the Marks;

NOW, THEREFORE, in consideration of the payment of the purchase price to Assignor as set forth in the Trademark Purchase Agreement between the parties, the promises and agreements contained therein and in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of its right, title and interest in and to the Marks, including all common law rights, together with the goodwill of the business symbolized thereby, and the right to sue third parties for and recover damages due or accrued arising out of or in connection with any and all past, present, or future infringement or dilution of or damage or injury to said Marks, registrations thereof, or such associated goodwill.

Upon Assignee's request, Assignor will promptly take such actions (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Marks and to protect and enforce the Marks.

Assignor hereby authorizes any official of any country empowered to issue trademarks to record this Assignment, and to issue or transfer the Marks to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Assignor represents and warrants that Assignor has the full right to convey the entire right, title, and interest herein assigned, that there are no outstanding rights, title, or interests inconsistent with those assigned herein, and the Assignor will not execute any instrument or grant or transfer any rights, title, or interests inconsistent with the rights, title, and interests assigned herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their duly authorized representatives, and agree to be bound thereby.

ASSIGNOR:

Rook Clothing Company, LLC

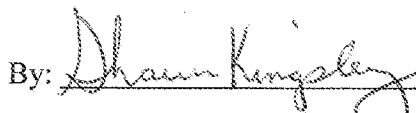
By: 

Name: Joe King

Title: Member/owner

ASSIGNEE:

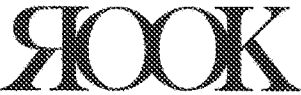
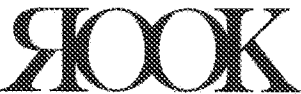
Rook Coffee Roasters Holdings LLC

By: 

Name: Shawn Kingsley

Title: CO-CEO

SCHEDULE A

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
US	ROOK (stylized) 	85/054,257	03-Jun-2010	4,250,495	27-Nov-2012
US	ROOK (stylized) 	85/751,934	11-Oct-2012	4,637,678	11-Nov-2014