

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Idea Box LLC		11/05/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Mann Lake, Ltd.		
Street Address:	501 1st Street South		
City:	Hackensack		
State/Country:	MINNESOTA		
Postal Code:	56452		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4521315	EZ-PRY HIVE TOOL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	4747 Executive Dr.		
Address Line 2:	12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	94302.00004		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	01/17/2019		
Total Attachments: 6			
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BILL OF SALE AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **BILL OF SALE AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "*Assignment Agreement*"), dated as of November 15, 2018 (the "**Closing Date**"), is made by and between The Ilea Box LLC, a [] limited liability company ("*Seller*"), and Mann Lake, Ltd., a Minnesota corporation ("*Buyer*"),

WHEREAS, Seller has agreed to sell, convey, assign, transfer and deliver to Buyer certain tangible and intangible assets of the Seller and its affiliates, including its inventory, customer lists, website and intellectual property, and has agreed to execute and deliver this Assignment Agreement, for recording with national, federal and state government authorities including, but not limited to, with respect to registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, for good and valuable consideration paid to Seller or its designated affiliates, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I ASSET SALE

1.1 **Sale of Assets.** Seller hereby sells, conveys, assigns and transfers to Buyer all of Seller's right, title and interest throughout the world in and to the following assets (collectively, the "*Assets*"), free and clear of any and all liens, security interests, claims, encumbrances or restrictions of every nature and kind whatsoever ("*Liens*"), in exchange for the consideration set forth below, the receipt of which Seller hereby acknowledges:

- (a) the inventory listed in the purchase order attached hereto as Schedule 1, for consideration of \$10,200.00 (the "*Inventory*");
- (b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof (the "*Trademarks*") for a consideration of \$2,500.00;
- (c) the website and domain name <http://www.ez-pry.com/> for a consideration of \$500.00;
- (d) all of the Seller's customer lists (including customer names, contact information, sales and gross profit information for the past 3 years by customer) and supplier lists (including supplier names, contact information, quantities and dollar amounts purchased for the past 3 years by supplier), which Seller will deliver separately to Buyer, for consideration of \$300.00;
- (e) the patent titled "PRY BAR TOOL FOR APIARISTS" filed under U.S. Patent Application Serial No. 8,328,164 on December 11, 2012 (the "*Patent*") owned by affiliates of Seller as assigned under the separate Patent Assignment Agreement dated as of the Closing Date for a consideration of \$6,000.00 which was fully

paid to such affiliates of Seller in connection with such Patent Assignment Agreement;

- (f) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

1.2 **Authority to Record.** Seller authorizes the Commissioner for Trademarks and any other national, federal and state government officials to record and register this IP Assignment upon request by Buyer. Seller agrees, upon request by Buyer, to sign and deliver any other documentation reasonably requested by Buyer in order to effect the intended sale, conveyance, transfer, recording and registration, as applicable, of the Assets.

~~1.3 **Delivery and Transfer of Ownership.** All inventory shall be deemed to have transferred ownership from Seller to Buyer upon receipt of the inventory at Buyer's headquarters located at 501 1st Street South, Hackensack, MN 56452, and shipped at Seller's sole expense.~~

1.43 **No Assumption of Liabilities.** Nothing in this Agreement will result in the purchase or assumption by Buyer of any of the liabilities or obligations of Seller or any of Seller's affiliates, all of which Buyer expressly disclaims.

ARTICLE 2 SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller makes the following representations and warranties to Buyer with the intention that Buyer may rely on them, and the Seller acknowledges that these representations and warranties will be true as of the Closing Date:

2.1 **Organization, Good Standing; Authorization.**

(a) **Organization; Good Standing.** Seller is a [] limited liability company duly organized, validly existing and in good standing under the laws of the State of []. Seller has all requisite power and authority to operate its assets and business and to carry on its business as now being conducted.

(b) **Authorization.** Seller and its affiliates have all requisite power and authority necessary to execute, deliver and perform its obligations under this Assignment Agreement and all documents and agreements necessary to effectuate this transaction. Seller has duly authorized, executed and delivered this Assignment Agreement, and obtained all authorizations required to execute this Assignment Agreement and consummate the transactions contemplated by

this Assignment Agreement. This Assignment Agreement and all other documents and instruments required to be signed by Seller under this Assignment Agreement constitute Seller's legal, valid and binding obligations, enforceable against Seller in accordance with their respective terms.

2.2 **Assets.** Seller (or in the case of the Patent, Seller's affiliates) owns, possesses and has good and marketable title to all of the Assets and will convey to Buyer good title to the Assets on the Closing Date free and clear of any and all Liens. All Inventory is merchantable, fit for the purpose for which it is procured or manufactured, and is not slow-moving, obsolete, damaged or defective.

2.3 **No Violation.** Seller's execution and delivery of this Assignment Agreement and the consummation of the transaction contemplated hereby, will not (a) violate, breach or be a default under any contract to which Seller is a party or to which Seller or the Assets are bound, (b) violate any order, injunction, judgment, license, permit, rule, regulation or ordinance of any court, administrative agency or governmental body, or (c) result in the creation or imposition of any Lien upon or affecting Seller or the Assets.

2.4 **Consents.** Seller's execution, delivery and compliance with this Assignment Agreement will not require any notice to, filing with or authorization, consent or approval of, any party.

2.5 **Litigation.** There are no pending or threatened, claims, actions, suits, proceedings or investigations against, by or affecting Seller or the Assets.

2.6 **Change in Suppliers or Customers.** Seller is not aware of any facts which indicate that any current supplier or customer of Seller intends to cease doing business with Seller or to not do business with Buyer after Closing. There are no outstanding material disputes with any material supplier or customer and Seller has no knowledge of any material dissatisfaction on the part of any material supplier or customer.

2.7 **Right of Others to Purchase Assets.** Except for the Patent Assignment Agreement as referenced above to be entered into between Seller's affiliates and Buyer, neither Seller nor any of its affiliates has entered into any other contract for the sale of any of the Assets, nor are there any rights of first refusal or options to purchase any of the Assets or any other rights of others that might prevent the consummation of the transactions contemplated by this Assignment Agreement.

2.8 **Disclosure.** No representation or warranty made by Seller in this Assignment Agreement or in any agreements, certificates or documents delivered in connection with this Assignment Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make such representation or warranty not misleading.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment Agreement as of the date first above written.

SELLER:

THE IDEA BOX, LLC,

By: 

Name: Susan Strick

Title: Managing Member

BUYER:

MANN LAKE LTD.,

By: 

Name: Stuart Volby

Title: CEO

SCHEDULE I

Inventory Purchase Order

4/15/18

Qty 4080 Ea Qty Hive Tools

Received by:
Daniel H. [Signature] 4/15/18

SCHEDULE 2

Trademarks

Trademark No./Trademark Application No.	Trademark Title
I 17521315	EZ-PRY HIVE TOOL®