

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512277

<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>
Atomic Cafe, Inc.		02/26/2019	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Atomic Coffee Roasters, LLC		
<b>Street Address:</b>	107 Water St		
<b>City:</b>	Danvers		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01923		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5291905	ATOMIC COFFEE ROASTERS	
<b>Registration Number:</b>	5291915	ATOMIC COFFEE ROASTERS EST. 1996	
<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>Phone:</b>	207-370-1459		
<b>Email:</b>	andrew@opticliff.com		
<b>Correspondent Name:</b>	Andrew Kraus		
<b>Address Line 1:</b>	123 Free St, STE 200		
<b>Address Line 4:</b>	Portland, MAINE 04101		
<b>NAME OF SUBMITTER:</b>	Andrew Kraus		
<b>SIGNATURE:</b>	/Andrew Kraus/		
<b>DATE SIGNED:</b>	03/01/2019		
<b>Total Attachments: 3</b>			
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OP \$65.00 5291905

## TRADEMARK ASSIGNMENT

This Assignment is made as of February 26, 2019 (the "Effective Date") by and between Atomic Coffee Roasters, LLC, a Massachusetts limited liability company with principal address of 107 Waters Street, Danvers, MA 01923 ("Assignee") and Atomic Cafe, Inc. a Massachusetts Corporation with a mailing address of 268 Cabot Street, Beverly, MA 01915 ("Assignor").

WHEREAS, Assignor, is the owner of certain registered trademarks and common law trademarks, including those identified in Exhibit A-TM attached hereto (the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration paid by the said Assignee, the receipt and sufficiency of which is hereby acknowledged:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
2. **Representations and Warranties.** Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
  - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
  - (d) This Agreement is valid, binding and enforceable in accordance with its terms; and
  - (e) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
3. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to the Trademarks and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the Trademarks.
4. **Amendment.** This Agreement may be amended only by a writing signed by both parties.
5. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. **Agreement to Perform Necessary Acts.** The parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement, with all resulting fees therefrom to be borne by Assignee.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Any signature delivered by a Party by facsimile or any other form of electronic transmission shall be deemed to be an original signature hereto.

**ASSIGNEE:**

Atomic Coffee Roasters, LLC

By: 

Name: John Mahoney

Title: Managing Member

**ASSIGNOR:**

Atomic Café, Inc.

By: 

Name: John Mahoney,

Title: Sole Shareholder

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**EXHIBIT A-TM**

**ATOMIC COFFEE ROASTERS – common law mark & USPTO Registration No. 5291905**

**Word Mark** ATOMIC COFFEE ROASTERS  
**Goods and Services** IC 030. US 046. G & S: Coffee; Coffee beans; Prepared coffee and coffee-based beverages; Roasted coffee beans. FIRST USE: 20160309. FIRST USE IN COMMERCE: 20160309  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 86894144  
**Filing Date** February 2, 2016  
**Current Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** January 3, 2017  
**Registration Number** 5291905  
**Registration Date** September 19, 2017  
**Owner** (REGISTRANT) The Atomic Cafe, Inc. CORPORATION MASSACHUSETTS 268 Cabot Street Beverly MASSACHUSETTS 01915  
**Attorney of Record** Chelsea E. Fournier  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "COFFEE ROASTERS" APART FROM THE MARK AS SHOWN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE



— common law mark & USPTO Registration No. 5291915



**Word Mark** ATOMIC COFFEE ROASTERS EST. 1996

**Goods and Services** IC 030. US 046. G & S: Coffee; Coffee beans; Prepared coffee and coffee-based beverages; Roasted coffee beans. FIRST USE: 20160309. FIRST USE IN COMMERCE: 20160309

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 01.09.05 - Atomic models; Molecular models  
26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters

**Serial Number** 86897658

**Filing Date** February 4, 2016

**Current Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** January 3, 2017

**Registration Number** 5291915

**Registration Date** September 19, 2017

**Owner** (REGISTRANT) The Atomic Cafe, Inc. CORPORATION MASSACHUSETTS 268 Cabot Street Beverly MASSACHUSETTS 01915

**Attorney of Record** Chelsea E. Fournier

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "COFFEE ROASTERS EST. 1996" APART FROM THE MARK AS SHOWN

**Description of Mark** Color is not claimed as a feature of the mark. The mark consists of an atom image at the top center, with two sets of parallel horizontal lines or bars so that each set of bars runs from one side of the atom image to the left and right respectively, with three rows of words commencing below the set of bars, whereas the word "ATOMIC" is on one line, and the words "COFFEE ROASTERS" are on a separate line in a smaller font size, and the words "EST. 1996" are on a third line in the center in smaller font, with two sets of parallel horizontal lines or bars so that each set of bars runs from one side of the words to the left and right respectively.

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

TRADEMARK

RECORDED: 03/01/2019

REEL: 006578 FRAME: 0140