

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550333

<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>
Compressor World, LLC		11/21/2019	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Haggle-It, LLC		
<b>Street Address:</b>	3 Collins Avenue		
<b>City:</b>	Plymouth		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02630		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86325295	HAGGLE IT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173381923		
<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>	6177280888		
<b>Email:</b>	igillespie@acetolegal.com		
<b>Correspondent Name:</b>	Ian P. Gillespie		
<b>Address Line 1:</b>	One Liberty Square		
<b>Address Line 2:</b>	Suite 410		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>NAME OF SUBMITTER:</b>	Ian P. Gillespie		
<b>SIGNATURE:</b>	/Ian P. Gillespie/		
<b>DATE SIGNED:</b>	11/21/2019		
<b>Total Attachments: 4</b>			
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OP \$40.00 86325295

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment"), dated as of November 11, 2019, is made by Compressor World, LLC, a Massachusetts limited liability company ("Assignor"), located at 3 Collins Avenue, Plymouth, Massachusetts, and Hagggle-It, LLC, a Massachusetts limited liability company ("Assignee"), located at 3 Collins Avenue, Plymouth, Massachusetts.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registration listed in Schedule 1 attached hereto, including any common law trademark rights therefor (the "Trademark"); and

WHEREAS, Assignor desires to transfer all of Assignor's rights, title and interest in and to the Trademark to Assignee.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, grants, and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof,

Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Disclaimer: limitation of liability. Notwithstanding anything in this agreement to the contrary, the assigned marks are assigned and assumed on an "as is" basis with no representations or warranties, and Assignor hereby excludes and disclaims any express or implied representations or warranties of any kind with respect to the assigned marks, including those regarding merchantability, fitness for a particular purpose and non-infringement and any warranties implied by any course of dealing or trade usage. Assignor shall not be liable under any legal or equitable theory for any direct, indirect, special, incidental, consequential, punitive or exemplary damages of any kind in connection with this agreement even if Assignee has been advised of the possibility of such damages.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

{signatures appear on next page}

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

**ASSIGNOR:**

COMPRESSOR WORLD, LLC

  
Matthew P. Mazanec, Manager

AGREED TO AND ACCEPTED:

**ASSIGNEE:**

HAGGLE-IT, LLC

  
Matthew P. Mazanec, Manager

**Schedule 1  
Trademark Registration**

1. Service Mark Reg. No. 4791799, Serial No. 86325295 for "Haggle It" registered on August 11, 2015.