

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556480

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900527586		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobile Canning Systems, LLC		12/06/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	CanSource, LLC		
Street Address:	2120 Miller Drive, Suite G		
City:	Longmont		
State/Country:	COLORADO		
Postal Code:	80501		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5497401	CANSOURCE	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	044916.006		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	01/08/2020		
Total Attachments: 6			
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Definitions)#page2.tif

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“IP Assignment”) is made as of December 6, 2019 (“Effective Date”) by and between Mobile Canning Systems, LLC, a Colorado limited liability company (“Company”), and CanSource, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof (“Asset Purchase Agreement”; all capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Asset Purchase Agreement), by and among Company, Buyer, and the other parties thereto, (a) Buyer purchased, acquired and accepted from the Company, and the Company sold, conveyed, assigned, transferred and delivered to Buyer, free and clear of any Liens other than Permitted Liens, the Company Intellectual Property Assets, including the Intellectual Property Assets set forth on the attached Schedule A, and (b) Company is required to deliver to Buyer an executed counterpart to this IP Assignment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. **Assignment**. Company hereby irrevocably sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from the Company, free and clear of all Liens other than Permitted Liens, the Company Intellectual Property Assets, including the Intellectual Property Assets set forth on the attached Schedule A. Company hereby unconditionally waives (to the extent waivable) all non-assignable moral, publicity or other rights relating to the Company Intellectual Property Assets and any related claims therein, including without limitation rights under the Visual Artists Rights Act of 1990 and any and all rights of identification of authorship, paternity, integrity, disclosure, withdrawal, reversion, termination, restriction or limitation on use or subsequent modifications, and approval or consent with respect to any modification, alteration, disassembly, removal, distortion, or mutilation of the Company Intellectual Property Assets.
2. **Recordation and Further Actions**. Company hereby authorizes the Commissioner for Patent and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Company shall execute any and all documents, papers, forms and authorizations and take all other further actions as reasonably requested by Buyer and its successors, assigns and legal representatives to transfer ownership and control of the Company Intellectual Property Assets to Buyer, its successors or assigns, including, but not limited to, assignments, transfers and related powers of attorney, and to obtain, maintain, perfect, and protect the Company Intellectual Property Assets and Buyer’s rights therein (the “Further Actions”). Company grants Buyer a limited power of attorney (coupled with an interest, in that Buyer has an interest in the Company Intellectual Property Assets, and that as a result, in addition to any other consequences under Law, this power is irrevocable and will survive Seller’s dissolution) solely to execute and file any documents on behalf of Company to effect the Further Actions. All Further Actions undertaken by Company following the Effective Date shall be at Buyer’s sole and exclusive expense.
3. **Terms of the Asset Purchase Agreement**. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Company and Buyer with respect

to the Company Intellectual Property Assets. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in one (1) or more counterparts, in each case including by facsimile or portable document format (.pdf), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

5. Successors and Assigns. This IP Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

6. Governing Law. This IP Assignment and any claim, controversy or dispute arising out of or related to this IP Assignment, any of the transactions contemplated hereby, the relationship of the Company and Buyer, and/or the interpretation and enforcement of the rights and duties of the Company and Buyer, whether arising in contract, tort, equity or otherwise, shall be governed by, and construed in accordance with, the Laws of the State of Colorado (including in respect of the statute of limitations or other limitations period applicable to any such claim, controversy or dispute), without regard to any applicable principles of conflicts of Law that might require the application of the Laws of any other jurisdiction.


7. Entire Agreement. This IP Assignment, the Asset Purchase Agreement, the Ancillary Agreements and other documents referred to herein or therein, including any exhibits and schedules hereto or thereto, contain the entire agreement between the Company and Buyer and supersede any prior understandings, agreements or representations by or between the Company and Buyer, written or oral, which may have related to the subject matter hereof in any way. This IP Assignment may not be amended or modified except: (a) by an instrument in writing duly signed by or on behalf of the Company and Buyer; or (b) by a waiver in accordance with the Asset Purchase Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Company and Buyer hereto have executed this IP Assignment as a contract under seal as of the Effective Date.

COMPANY:

MOBILE CANNING SYSTEMS, LLC,
a Colorado limited liability company

By: 
Name: Pat Hartman
Title: Manager

BUYER:

CANSOURCE, LLC,
a Delaware limited liability company

By: Paige Sopic
Name: Paige Sopic
Title: President and Chief Executive Officer

Schedule A

1. Patents (Patents and Patent Applications)

None.

2. Marks (Trademark Registrations, Trademark Applications and Internet domain names)

U.S. Trademark No. 5,497,401 for CANSOURCE

CanSource.com domain name

Mobilecanningsystems.com domain name

3. Copyrights (Copyright Registrations and Copyright Applications)

None.

The following are defined terms in the Asset Purchase Agreement:

“Company Intellectual Property Assets” means all Intellectual Property Assets owned by the Company or used in the Business.

“Intellectual Property Assets” means all worldwide intellectual property, industrial, and proprietary rights, whether registered or unregistered, whether statutory, common law or judicially recognized, and renewals, extensions, and restorations thereof, as applicable, including all rights, title and interests in and to or deriving from (i) patents, patent applications, patent rights, industrial designs, and inventions and discoveries and invention disclosures (whether or not patented) (collectively, “Patents”); (ii) trade names, trade dress, logos, packaging design, slogans, Internet domain names, registered and unregistered trademarks and service marks and related registrations and applications for registration (collectively, “Marks”); (iii) copyrights in both published and unpublished works, including without limitation all compilations, databases and computer programs, manuals and other documentation and all copyright registrations and applications, and all derivatives, translations, adaptations and combinations of the above (collectively, “Copyrights”); (iv) know-how, trade secrets, confidential or proprietary information, research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, Beta testing procedures and Beta testing results (collectively, “Trade Secrets”); and (v) software, code, databases, goodwill, franchises, licenses, permits, consents, approvals, rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, interference, dilution, misappropriation, or other violation, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, and royalties, fees, income, payments and other proceeds, and claims and causes of action with respect to any of the foregoing.