900540962 03/18/2020

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM567771 Stylesheet Version v1.2

SUBMISSION TYPE:RESUBMISSIONNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILLRESUBMIT DOCUMENT ID:900535328

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baicor, L.C.		01/01/2020	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	Brandt Consolidated, Inc.	
Street Address:	2935 S. Koke Mill Road	
City:	Springfield	
State/Country:	ILLINOIS	
Postal Code:	62711	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3162447	UPTAKE

CORRESPONDENCE DATA

Fax Number: 5616596313

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.

Phone: 3128708075

Email: ip@akerman.com

Correspondent Name: Kourtney Mulcahy

Address Line 1: 777 South Flagler Drive

Address Line 2: West Tower, Suite 1100

Address Line 4: West Palm Beach, FLORIDA 33401

ATTORNEY DOCKET NUMBER:	0356540/BAICOR
NAME OF SUBMITTER:	Kourtney Mulcahy
SIGNATURE:	/Kourtney Mulcahy/
DATE SIGNED:	03/18/2020

Total Attachments: 2

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TRADEMARK 900540962 REEL: 006894 FRAME: 0874

ASSIGNMENT OF ALL RIGHT, TITLE, AND INTERESTS IN TRADEMARK

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of this \$\int_{\text{day}}\$ day of January 2020, by and between Baicor, L.C. ("Assignor"), a limited liability company organized under the laws of the State of Utah having a business location at P.O. Box 725, Logan, Utah 84323-0725 and Brandt Consolidated, Inc. ("Assignee") a corporation organized under the laws of the State of Delaware, having a principal place of business located at 2935 S. Koke Mill Rd., Springfield, IL 62711.

WHEREAS, Assignor is the exclusive owner of all rights, title and interest, in and pertaining to the US trademark registration listed below (the "Trademark");

UPTAKE Reg. No. 3162447 Issued: October 24, 2006

WHEREAS, Assignee wishes to acquire the entire right, title, and interest in and to the Trademark.

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

- Assignment. Assignor does hereby irrevocably assign to Assignee all of the entire worldwide rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights) in and to the Trademark together with the business and all business goodwill associated therewith or symbolized thereby and the right to sue for and recover all damages, as well as the ability to enforce all other remedies with respect to any infringement of the Trademark which may have occurred prior to the effective date of this Assignment. Assignor further authorizes and requests any official whose duty it is to issue trademarks, to issue any renewals or extensions to Assignee or its successors or assigns.
- 2. Representations and Warranties. Assignor represents and warrants to Assignee:
 - a. Assignor has the right, power and authority to enter into this Agreement;
 - b. The Trademark does not infringe the rights of any third-party; and
 - c. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark.
- 3. Agreement to Perform Necessary Acts. Assignor agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Assignment.
- 4. <u>Incorporation of Recitals</u>. The recitals set forth at the beginning of this Agreement are, by this reference, incorporated into and deemed a part of this Assignment.

5. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Illinois.

INTENDING TO BE LEGALLY BOUND, the parties have executed this effective on the date first set forth above:

ASSIGNOR:

ASSIGNEE:

Baicor, L.C.

Brandt Consolidated, Inc.

By: _____

By:

manie:

Name:

Title

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RECORDED: 02/12/2020 REEL: 006894 FRAME: 0876