

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
paul eidsmore / eidsmore family trust		09/25/2020	INDIVIDUAL:
marion eidsmore / eidsmore family trust		09/25/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	masterhaul llc		
Street Address:	1700 granite creek rd		
City:	santa cruz		
State/Country:	CALIFORNIA		
Postal Code:	95065		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4202765	MASTERHAUL	
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:	sfripdocket@squirepb.com		
Correspondent Name:	bryan jaketic - squire patton boggs us l		
Address Line 1:	275 battery street		
Address Line 2:	suite 2600		
Address Line 4:	san francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Bryan Jaketic		
SIGNATURE:	/Bryan Jaketic/		
DATE SIGNED:	10/06/2020		
Total Attachments: 3			
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OP \$40.00 4202765

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”) dated as of September 25, 2020, is made by Paul Eidsmore / Eidsmore Family Trust (“**Assignor**”), in favor of Masterhaul LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor owns the entire right, title and interest in and to certain Inventions (defined below), as listed in attached **Schedule 1**, as well as related common law rights, along with any and all goodwill relating thereto (collectively, the “**Patents**”);

WHEREAS, pursuant to that certain Contribution Agreement (“**Agreement**”) among Masterhaul, LLC, a California limited liability company and Affiliate of Assignor (“**Masterhaul**”), 7B Holdings, LLC, an Arizona limited liability company (“**7B Holdings**”), and Assignee dated as of the date hereof, Masterhaul has agreed to assign or cause to be assigned, and has assigned, the Patents to Assignee; and

WHEREAS, Assignor and Assignee have agreed to enter into this Patent Assignment as further evidence of Assignor’s and Masterhaul’s assignment of its rights in and to the Inventions pursuant to the Agreement.

NOW, THEREFORE, for good and valuable consideration received from the Assignee, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Defined Term.** As used here, each “**Invention**” means: (a) the Patents; (b) any and all inventions which are disclosed and claimed in the Patent or Patent Application; (c) any and all inventions which are disclosed but not claimed in the Patent or Patent Application; (d) any all improvements, developments, and modifications to the invention deriving from the Patents; (e) any and all continuations, continuations-in-part, requests for continued examination, non-provisional applications, and all other applications which claim priority to the Application, including but not limited to any and all applications filed pursuant to 37 C.F.R. 1.53; and (f) any and all provisional applications, continuations, requests for continued examination, and all other applications, including but not limited to those applications filed under 37 C.F.R. 1.53, to which the Patent claims priority.

2. **Assignment.** Assignor hereby assigns and transfers to the Assignee, its successors and assigns, the Assignor’s entire right, title and interest throughout the world in and to the Inventions, and all Patents which may be granted on the Inventions, and all reissues, reexaminations and extensions on the Inventions, and all priority rights under all available International Agreements, Treaties and Conventions in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor’s certificates, and the like) filed for the Inventions in any foreign countries, and all patents granted for the Inventions in any countries, and all reissues, reexaminations and extensions on the Inventions in any country; the Assignor assigns and transfer to the Assignee, its successors and assigns, the right to file applications on the Invention in all countries, and the Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents, to issue all patents for the Invention to the Assignee in accordance with the terms of this Assignment;

3. **Representations of Assignor.** Assignor hereby represents and warrants to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution of this Patent Assignment, except for any rights, titles and/or interests that have arisen to the Assignee under law or that have already been transferred to the Assignee, the Assignor is the sole and lawful owner of the entire right, title and interest in the Inventions, and that the same are unencumbered and that the Assignor has good and full right and lawful authority to convey the same as expressed in this Assignment.

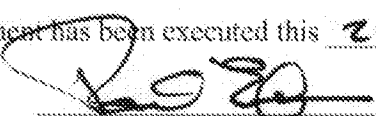
4. **Further Assurances.** Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Patent Assignment, including but not limited to executing all necessary deeds, agreements or other documents required at law to effect registration or recording of the assignment of the Inventions or Patents in any jurisdiction. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Inventions, and to otherwise aid Assignee or its successors in interest in enforcing intellectual property rights in the Marks, all at the expense of Assignee or its successors in interest. The Assignor shall also furnish the Assignee with the original certificates covering any issued Patents.

5. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the Inventions and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Inventions, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Inventions which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

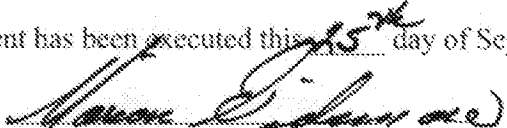
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.

This Assignment has been executed this 25th day of September, 2020.

Signature: 
Name: Paul Eidsmore
Title: Trustee, Eidsmore Family Trust

This Assignment has been executed this 15th day of September, 2020.

Signature: 
Name: Marion Eidsmore
Title: Trustee, Eidsmore Family Trust

Schedule 1

Assigned Patents / Patent Applications

Patent No.	Title	Issued	Jurisdiction
7,651,147/US11/480,284	“Cargo Hauling System”	January 26, 2010	USA
8,944,516/US13/359,387	“Cargo Hauling System”	February 03, 2015	USA
9,545,869/US14/373,601	“System and Apparatus for Loading / Unloading Cargo From SUV or Truck Bed	January 17, 2017	USA, CA, CN, WO, MX

Assigned PCT Patents/Applications

Number	Title	Filed	Jurisdiction
EIDZ 200014WO01/PCT/US 19/29949	“Truck Loading System”	April 30, 2019	USA / PCT
EIDZ 200016WO01/PCT/US 2020/031323	“System Having Automated Lift Assembly and Process for Loading and Unloading Cargo From Delivery Vehicle”	May 04, 2020	USA / PCT

Assigned Trademarks and Service Marks

Registration No.	Title	Issued	Jurisdiction
4202765	MASTERHAUL	September 4, 2012	USA