# OP \$40.00 86724657

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM601782 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

 SEQUENCE:
 1

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HC Wind Down LLC	FORMERLY Haband Company LLC	09/25/2020	Limited Liability Company:

### **RECEIVING PARTY DATA**

Name:	BLST Holding Company LLC
Street Address:	13300 Pioneer Trail
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55347
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86724657	STONE CREEK

### **CORRESPONDENCE DATA**

**Fax Number:** 3104079090

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:** 3104074000

Email: nmaoz@ktbslaw.com

Correspondent Name: KTBS Law LLP; N. Maoz

Address Line 1: 1999 Avenue of the Stars

Address Line 2: 39th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Nir Maoz
SIGNATURE:	/Nir Maoz/
DATE SIGNED:	10/08/2020

### **Total Attachments: 5**

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### TRADEMARK ASSIGNMENT SUPPLEMENT

This TRADEMARK ASSIGNMENT SUPPLEMENT ("Supplement") is made and entered into as of September 25, 2020, by and between HC Wind Down LLC (formerly known as Haband Company LLC) ("Assignor"), and BLST Holding Company LLC ("Assignee").

WHEREAS, Assignor was the owner of the entire right, title, interest and goodwill in and to all of its respective trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on <u>Schedule A</u> attached hereto (collectively, the "<u>Trademarks</u>");

WHEREAS, Assignor, certain affiliates of Assignor party thereto and Assignee are party to that certain Trademark Assignment Agreement, dated as of August 28, 2020 (the "<u>Trademark Assignment Agreement</u>").

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Trademark Assignment Agreement;

WHEREAS, pursuant to the Trademark Assignment Agreement, Assignor thereby sold, transferred, assigned, conveyed and delivered to Assignee, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, free and clear of all Encumbrances (other than Permitted Encumbrances), as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments then and thereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future except for any trademarks or related rights constituting Excluded Assets.

WHEREAS, the marks listed on <u>Schedule A</u> attached hereto are Trademarks but were not scheduled in the Trademark Assignment Agreement.

WHEREAS, this Supplement, as duly executed by Assignee and Assignor, is being delivered as of the date hereof by each party hereto to the other party effective as of August 28, 2020.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

Assignor and Assignee acknowledge that the trademarks listed on <u>Schedule A</u> attached hereto were and are transferred, assigned, conveyed and delivered to Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service

mark) registrations which may be issued on same in the future except for any trademarks or related rights constituting Excluded Assets.

In accordance with the Trademark Assignment Agreement, Assignor will cooperate with Assignee, as may be reasonably necessary or appropriate to assist and/or to enable Assignee to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense.

Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

This Supplement is executed and delivered pursuant to the Trademark Assignment Agreement. In the event of a conflict between the terms and conditions of this Supplement and the terms and conditions of the Trademark Assignment Agreement, the terms and conditions of the Trademark Assignment Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Supplement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Trademark Assignment Agreement.

This Supplement is to be governed by and construed in accordance with Federal bankruptcy law, to the extent applicable, and where state law is implicated, the laws of the State of New York shall govern, without giving effect to the choice of law principles thereof (except sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), including all matters of construction, validity and performance.

For the convenience of the parties hereto, this Supplement may be executed and delivered (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed as of the date first set forth above.

**ASSIGNOR**:

HC WIND DOWN LLC

(f/k/a HABAND COMPANY LLC)

Name: Amanda Demby

Title: Managing Director, Province as Plan Administrator

**REEL: 007072 FRAME: 0796** 

# ASSIGNEE:

BLST HOLDING COMPANY LLC

Mame: Robert Warshauer

Title: Chief Executive Officer

# SCHEDULE A

# **Trademark Registrations**

Mark	Serial No.	Registration No.
Stone Creek	86724657	5291565

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**RECORDED: 10/08/2020**