

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bunchball Inc.		03/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Schoeneckers, Inc.		
Street Address:	7630 Bush Lake Road		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55340		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4687401	NITRO	
CORRESPONDENCE DATA			
Fax Number:	6128775999		
<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:	6128775282		
Email:	ip@lawmoss.com		
Correspondent Name:	Glen E. Schumann		
Address Line 1:	150 South Fifth Street		
Address Line 2:	Suite 1200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	82.8153		
NAME OF SUBMITTER:	Glen E. Schumann		
SIGNATURE:	/GlenESchumann/		
DATE SIGNED:	01/22/2021		
Total Attachments: 2			
source=Schoeneckers - NITRO 4687401 - TM Assignment(6736708.1)#page1.tif			
source=Schoeneckers - NITRO 4687401 - TM Assignment(6736708.1)#page2.tif			

CH \$40.00 4687401

TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is made and entered into as of March 23, 2018 by and between Schoeneckers, Inc., a Minnesota corporation having a principal place of business at 7630 Bush Lake Road, Minneapolis, MN 55340 (“**Assignee**”) and Bunchball Inc., a Delaware corporation (“**Assignor**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on even date herewith (the “**Agreement**”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the U.S. trademark **NITRO**, Serial No. 86255247 / Registration No. 4687401 (the “**Trademark**”), and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademark;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by and associated with the Trademark, including all common law rights and trademark registrations for the Trademark, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Trademark, all claims for damages by reason of past, present and future infringements of the Trademark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **GENERAL.**

2.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

2.2 Entire Agreement. This Assignment, including the Trademark and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject

matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

2.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

2.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

2.5 Counterparts. This Assignment may be executed in any number of identical counterparts, any or all of which may contain signatures of less than all of the parties and all of which shall be construed together as a single binding instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”
BUNCHBALL INC.,
a Delaware corporation

DocuSigned by:
Richard Campbell
By: _____
7A138ECBE0E84DU...

Name: Richard Campbell

Title: Secretary

“Assignee”
SCHOENECKERS, INC.,
a Minnesota corporation

DocuSigned by:
Gary Hansen
By: _____
0B6C18406CDC44A...

Name: Gary Hansen

Title: COO