

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale and Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Diamond Commercial Finance, L.L.C.		01/04/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	2021 Bidco I, LLC		
Street Address:	1209 Orange Street		
Internal Address:	Corporation Trust Center		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88317743	MILES OF PIPE. TONS OF INTEGRITY.	
CORRESPONDENCE DATA			
Fax Number:	4129459533		
<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:	4124718815		
Email:	assignments@webblaw.com		
Correspondent Name:	James G. Porcelli, The Webb Law Firm		
Address Line 1:	420 Fort Duquesne Boulevard, Suite 1200		
Address Line 2:	One Gateway Center		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	6075-1901181		
NAME OF SUBMITTER:	James G. Porcelli, The Webb Law Firm		
SIGNATURE:	/James G. Porcelli/		
DATE SIGNED:	06/14/2021		
Total Attachments: 4			
source=1901181Step2OwnershipUpdate#page1.tif			
source=1901181Step2OwnershipUpdate#page2.tif			

OP \$40.00 88317743

source=1901181Step2OwnershipUpdate#page3.tif

source=1901181Step2OwnershipUpdate#page4.tif

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is entered into as of January 4, 2021 (this "Agreement") by and between 2021 Bidco I, LLC (the "Buyer") and Black Diamond Commercial Finance, L.L.C. (the "Foreclosing Seller").

RECITALS:

A. Buyer, and Foreclosing Seller have entered into that certain Asset Purchase Agreement dated as of January 3, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the contribution, assignment, conveyance, transfer and delivery by Foreclosing Seller to Buyer of all right, title and interest in and to the Assets (as defined in the Purchase Agreement).

B. The parties hereto desire to execute and deliver this Agreement for the purpose of effecting the contribution, assignment, conveyance, transfer, and delivery of all right, title, and interest in and to the Assets as contemplated pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Foreclosing Seller and Buyer hereby agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Transfer of the Purchased Assets.

(a) Foreclosing Seller does hereby contribute, assign, convey, transfer and deliver to Buyer, free and clear of any Liens, to have and to hold forever, all right, title, and interest in and to the Assets without recourse, representation, or warranty of any kind, except as specifically set forth in the Purchase Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, Foreclosing Seller is not contributing, assigning, conveying, transferring, or delivering to Buyer hereunder or otherwise, any right, title, or interest in or to the Excluded Assets.

(c) Foreclosing Seller agrees to do, execute, acknowledge and deliver all acts, agreements, instruments, notices, and assurances as may be reasonably requested by Buyer to further effect and evidence the transactions contemplated hereby.

3. Amendment. This Agreement may be amended only with the express written consent of all parties hereto.

4. No Third-Party Beneficiary. This Agreement is being entered into solely for the benefit of the parties hereto, and the parties do not intend that any other Person shall be a third-party beneficiary of the covenants by Foreclosing Seller or Buyer contained in this Agreement.

5. Governing Law. **THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS OF THE STATE OF NEW YORK, EXCLUDING THE "CONFLICT OF LAWS" RULES THEREOF.**

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

8. Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, the contribution, assignment, conveyance, transfer, and delivery effectuated hereby are subject in all respects to the terms and conditions of the Purchase Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale and Assignment to be duly executed as of the date first written above.

FORECLOSING SELLER:

BLACK DIAMOND COMMERCIAL
FINANCE, L.L.C.

By: Ray Szymanski

Name: Raymond Szymanski

Title: Authorized Signatory

BUYER:

2021 BIDCO I, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale and Assignment to be duly executed as of the date first written above.

FORECLOSING SELLER:

BLACK DIAMOND COMMERCIAL
FINANCE, L.L.C.

By: _____

Name: _____

Title: _____

BUYER:

2021 BIDCO I, LLC

By:  _____

Name: Adam Terkan

Title: Authorized Signatory

Bill of Sale and Assignment