

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACADEMY PARTNERS LTD. LIABILITY COMPANY		06/30/2021	Limited Liability Company: COLORADO
BLACK CREEK CAPITAL, LTD. LIABILITY CO.		06/30/2021	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	OVERHEAD SERVICES INC.		
Street Address:	518 17TH ST.		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3425806	BLACK CREEK	
Registration Number:	5611150	BLACK CREEK	
Registration Number:	5611071		
Registration Number:	5412490		
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212)455-3762		
Email:	ksolomon@stblaw.com		
Correspondent Name:	ALYSHA SEKHON, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	004227/0001		
NAME OF SUBMITTER:	ALYSHA SEKHON		
SIGNATURE:	/AS/		

CH \$115.00 3425806

DATE SIGNED:	07/01/2021
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment Agreement”), effective as of June 30, 2021 (the “Effective Date”), is entered into by and between Academy Partners Ltd. Liability Company, a Colorado limited liability company, Black Creek Capital, Ltd. Liability Co., a Colorado limited liability company (each, an “Assignor” and collectively, the “Assignors”), and Overhead Services Inc., a Colorado corporation (“Assignee”). Assignors and Assignee may be referred to hereinafter as a “Party” or together as the “Parties.”

WHEREAS, pursuant to that certain Sale and Purchase Agreement, dated as of May 20, 2021, by and among Assignors, Assignee, BC Paymaster, LLC, and the other parties thereto (the “Purchase Agreement”), and for good and valuable consideration, the Seller Parties thereto have agreed to transfer, assign or convey (or cause to be transferred, assigned or conveyed) all of the right, title and interest in and to certain of Assignors’ trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world and all other source indicators as set forth on Schedule A (collectively, “Trademarks”);

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

SECTION 2. Assignment. Assignors hereby irrevocably convey, assign, transfer and deliver to Assignee all of Assignors’ rights, title and interest in, to and under the Trademarks, including all common law rights therein, together with all goodwill of the business associated therewith, and all benefits, privileges, remedies and rights of action under and by virtue thereof throughout the world, including the right to grant licenses or other interests therein or sue and recover for past, present and future infringement, dilution or other violation thereof and any and all corresponding rights or interests that, now or hereafter, may be secured throughout the world.

SECTION 3. Recordation. Assignors hereby authorize Assignee to record this Assignment Agreement with any relevant governmental authority so as to perfect its ownership of the Trademarks. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions and any other relevant authority, to transfer all registrations and registration applications for the Trademarks to Assignee as assignee of Assignors’ right, title and interest therein, in accordance with this Assignment Agreement.

SECTION 4. Further Assurances. Each party hereto will from time to time, at the request of the other parties and without further cost or expense to such other party, execute and deliver such other instruments and documents (including but not limited to the Transaction Documents to which it is a party) and take such other actions as such other party may reasonably request in order to consummate the Transaction.

SECTION 5. Terms of the Purchase Agreement. Each Party hereby acknowledges and agrees that the representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

SECTION 6. Governing Law. This Assignment Agreement and the transactions contemplated hereby will be construed, performed and enforced in accordance with, and governed by, the laws of, the State of New York, without giving effect to the principles of conflicts of laws thereof.

SECTION 7. Counterparts. This Assignment Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Trademark Assignment Agreement as of the Effective Date.

AGREED AND ACCEPTED:

Academy Partners Ltd. Liability Company

By: bc 7
Name: Evan H. Zucker
Title: Manager

Black Creek Capital, Ltd. Liability Co.

By: bc 7
Name: Evan H. Zucker
Title: Manager

Overhead Services Inc.

By: bc 7
Name: Evan H. Zucker
Title: Manager

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

<u>Mark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Registration Number</u>
<u>BLACK CREEK</u>	Black Creek Capital, Ltd. Liability Co.	<u>United States</u>	<u>May 13, 2008</u>	<u>3425806</u>
<u>BLACK CREEK</u>	Black Creek Capital, Ltd. Liability Co.	<u>United States</u>	<u>November 20, 2018</u>	<u>5611150</u>
<u>BLACK CREEK</u>	Black Creek Capital, Ltd. Liability Co.	<u>WIPO</u>	<u>November 18, 2019</u>	<u>1559861</u>
	Academy Partners Ltd. Liability Company	<u>United States</u>	<u>November 20, 2018</u>	<u>5611071</u>
	Academy Partners Ltd. Liability Company	<u>United States</u>	<u>February 27, 2018</u>	<u>5412490</u>