

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672163

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Entity Type previously recorded on Reel 007071 Frame 0643. Assignor(s) hereby confirms the Entity Type: State of Corporation should be Delaware.
RESUBMIT DOCUMENT ID:	900633164

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:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4202765	MASTERHAUL

CORRESPONDENCE DATA

Fax Number:

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: 2164798500
Email: IP-Squire@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, OHIO 94111

NAME OF SUBMITTER:	Bryan Jaketic
SIGNATURE:	/Bryan Jaketic/
DATE SIGNED:	09/02/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of [●], 2020 (the "Effective Date"), is entered into by and among Paul Eidsmore / Eidsmore Family Trust ("Assignor"), and Masterhaul LLC, a Delaware limited liability company ("Assignee"). Unless the context otherwise makes clear, capitalized terms used in this Agreement are defined in Article IX of the Asset Purchase Agreement (as defined below). As used hereunder, the term "Parties" means the Assignor and the Assignee, and "Party" means any of the Parties.

RECITALS

WHEREAS, the Assignor desires to sell, transfer and assign to the Assignee, and the Assignee desires to acquire and assume from the Assignor, the trademarks and trademark applications listed in Exhibit A of this Agreement, which are currently owned by the Assignor (the "Assigned Trademarks"), will be assigned by the Assignor to the Assignee pursuant to the provisions set forth herein,

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I TRADEMARK ASSIGNMENT

Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor's entire right, title, and interest worldwide in and to the Assigned Trademarks and all associated goodwill, and the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

ARTICLE II FURTHER ASSURANCES; POWER OF ATTORNEY

II.1 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 Agreement. 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 the intellectual property rights in the Assigned Trademarks, and to otherwise reasonably aid Assignee or its successors in interest in enforcing intellectual property rights in the Assigned Trademarks, all at the expense of Assignee or its successors in interest.

II.2 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 Assigned Trademarks 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 Assigned Trademarks, 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 Assigned Trademarks 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.

**ARTICLE III
GENERAL PROVISIONS**

III.1 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

III.2 Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the greatest extent possible, the economic, business and other purposes of such void or unenforceable provision.

III.3 Successors and Assigns; Assignment; Parties in Interest. This Agreement shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns (if any). Except as otherwise specifically provided herein, no Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties; provided, however, that nothing herein shall prohibit the assignment of the Assignee's rights (but not obligations) to any lender. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than a Party any rights, interests, benefits or other remedies of any nature under or by reason of this Agreement.

III.4 Amendment; Waiver. This Agreement may be amended by the Parties only by execution of an instrument in writing signed by the Purchaser and the Seller. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

III.5 Governing Law; Venue.

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal Laws of the State of Delaware, without giving effect to conflicts of law or choice of law provisions thereof.

(b) Unless otherwise explicitly provided in this Agreement, any action, claim, suit or proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any state or federal court located in the State of Delaware. Each Party (i) expressly and irrevocably consents and submits to the jurisdiction of each such court, and each appellate court located in the State of Delaware, in connection with any such proceeding, (ii) agrees that each such court shall be deemed to be a convenient forum, and (iii) agrees not to assert, by way of motion, as a defense or otherwise, in any such proceeding commenced in any such court, any claim that such Party is not subject personally to the jurisdiction of such court, that such proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

III.6 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND

ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.9.

III.7 Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

III.8 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page. Any Party that delivers a signature page by facsimile or electronic image transmission shall deliver an original counterpart to any other Party that requests such original counterpart, it being understood and agreed that the failure to deliver any such original counterpart upon request shall not affect the binding nature of the signature page delivered by facsimile or electronic image transmission.

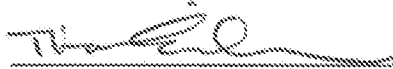
[The remainder of this page has been intentionally left blank.]

[Signature page follows.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first written above.

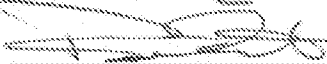
ASSIGNEE:

MASTERHAUL LLC

By: 
Name: THOMAS EIDSMORE
Title: CEO

ASSIGNOR:

EIDSMORE FAMILY TRUST

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

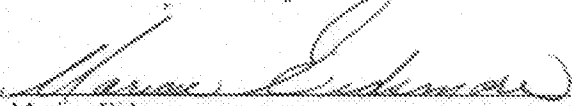
By: 
Name: Marion Eidsmore
Title: Trustee, Eidsmore Family Trust

EXHIBIT A: ASSIGNED TRADEMARK

[REDACTED]				
Thomas P. Eidsmore	MASTERHAUL	4202765	September 4, 2012	United States