

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM675671

|   |  |                       |                                       |
|---|--|-----------------------|---------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                       |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                    |
| Bean Envy, LLC  |  | 08/03/2021            | Limited Liability Company:<br>ARIZONA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                       |
| <b>Name:</b>  | Magenta Peel Solutions, Inc.                       |                       |                                       |
| <b>Street Address:</b>  | 85 West Street                                     |                       |                                       |
| <b>City:</b>  | Walpole  |                       |                                       |
| <b>State/Country:</b>   | MASSACHUSETTS                                      |                       |                                       |
| <b>Postal Code:</b>   | 02081  |                       |                                       |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                       |
| <b>Registration Number:</b>   | 5290592  | BEAN ENVY             |                                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                       |
| <b>Fax Number:</b>  | 2483583351   |                       |                                       |
| <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> |  |                       |                                       |
| <b>Phone:</b>   | 2483584400   |                       |                                       |
| <b>Email:</b>   | thrasiotm@brookskushman.com                        |                       |                                       |
| <b>Correspondent Name:</b>  | Robyn S. Lederman                                  |                       |                                       |
| <b>Address Line 1:</b>  | 1000 Town Center, 22nd Floor                       |                       |                                       |
| <b>Address Line 4:</b>  | Southfield, MICHIGAN 48075-1238                    |                       |                                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | THRT1213TP   |                       |                                       |
| <b>NAME OF SUBMITTER:</b>   | Robyn S. Lederman                                  |                       |                                       |
| <b>SIGNATURE:</b>   | /robyn s lederman/                                 |                       |                                       |
| <b>DATE SIGNED:</b>   | 09/21/2021   |                       |                                       |
| <b>Total Attachments: 5</b>   |  |                       |                                       |
| source=REDACTED Bean Envy - Intellectual Property Assignment and Assumption Agre_87065_1#page1.tif  |  |                       |                                       |
| source=REDACTED Bean Envy - Intellectual Property Assignment and Assumption Agre_87065_1#page2.tif  |  |                       |                                       |
| source=REDACTED Bean Envy - Intellectual Property Assignment and Assumption Agre_87065_1#page3.tif  |  |                       |                                       |
| source=REDACTED Bean Envy - Intellectual Property Assignment and Assumption Agre_87065_1#page4.tif  |  |                       |                                       |

CH \$40.00 5290592



## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**Agreement**”), dated as of August 3, 2021, and is by and among Bean Envy, LLC, an Arizona limited liability company (the “**Seller**”), Robb Green, an individual (“**Principal**” and together with the Seller, the “**Assignors**” and each an “**Assignor**”) and Magenta Peel Solutions, Inc., a Delaware corporation (the “**Assignee**”) pursuant to that certain asset purchase agreement, August 3, 2021, by and among Assignee and, Assignors (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Assignee and the Assignors shall be referred to herein as the “**Parties**” or each, a “**Party**”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignors has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignors.

**NOW, THEREFORE**, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment - For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts and receives all of Assignors’ right, title, goodwill, and interest in and to the Intellectual Property Assets described in the Purchase Agreement. Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the Intellectual Property Agreements that are known to the Buyer and have been specifically disclosed by the Seller to the Buyer and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under such Intellectual Property Agreements accruing on and after the Effective Date.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities 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 or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Recordation and Further Actions - Assignors hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. This authorization is specifically agreed to apply to the registered trademark identified in Exhibit A attached hereto.

4. Further Assurances - Following the date hereof, upon Assignee's request, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

*[remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

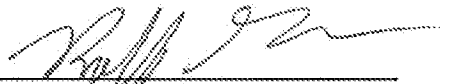
**ASSIGNORS:**

**Bean Envy, LLC**

By: 

Name: Robb Green

Title: Sole Member



**Robb Green**

**ASSIGNEE:**

**Magenta Peel Solutions, Inc.**

By: \_\_\_\_\_

Name: Michael Fahey

Title: Secretary

**IN WITNESS WHEREOF**, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

**ASSIGNORS:**

**Bean Envy, LLC**

By: \_\_\_\_\_

Name: Robb Green

Title: Sole Member

\_\_\_\_\_  
**Robb Green**

**ASSIGNEE:**

**Magenta Peel Solutions, Inc.**

By: \_\_\_\_\_ *Michael Fahey*

Name: Michael Fahey

Title: Secretary

**EXHIBIT A**  
**Trademark**

Registered Trademarks

| <b>Serial Number</b> | <b>Reg. Number</b> | <b>Mark</b> | <b>Status</b> | <b>Next Step</b>  |
|----------------------|--------------------|-------------|---------------|---|
| 87353226             | 5290592            | Bean Envy   | Registered    | Section 8 & 10<br>Filing Between<br>9/19/22 and 9/18/23 |