

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Turbo Mops LLC		07/01/2021	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Burnt Summer Citrus, Inc.		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5905189	SWEDISH WHOLESale	
Registration Number:	5408767	TURBO MICROFIBER	
Registration Number:	6318091	TURBO MOPS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2483584400		
Email:	thrasiotm@brookskushman.com		
Correspondent Name:	Robyn S. Lederman		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075-1238		
ATTORNEY DOCKET NUMBER:	THRT1206TP		
NAME OF SUBMITTER:	Robyn S. Lederman		
SIGNATURE:	/robyn s lederman/		
DATE SIGNED:	09/21/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of July 1, 2021, and is by and between Turbo Mops LLC, a Minnesota limited liability company (“**Turbo Mops**,” the “**Seller**” or “**Assignor**”), and Burnt Summer Citrus, Inc., a Delaware corporation (the “**Assignee**”) pursuant to that certain Asset Purchase Agreement, dated as of the date hereof by and among Assignee and Assignor and certain other parties thereto (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Assignor and Assignee 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), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

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, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor’s right, title, goodwill, and interest in and to the Intellectual Property Assets.

2. Recordation and Further Actions - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee's reasonable request, Assignor 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]



[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.

ASSIGNOR:

TURBO MOPS LLC

By: DocuSigned by:
Steven Renn
7584DC9D380E457...

Name: Steven Renn

Title: Owner

By: DocuSigned by:
Jacob Seltz
9F3C4C37DC654CE...

Name: Jacob Seltz

Title: Owner

ASSIGNEE:

BURNT SUMMER CITRUS, INC.

By: DocuSigned by:
Michael Fahey
455000B2550D4BC...

Name: Michael Fahey

Title: Secretary

EXHIBIT A



EXHIBIT B



EXHIBIT C
Trademarks

Registered Trademarks

Serial Number	Reg. Number	Mark	Status
88274371	5905189	SWEDISH WHOLESALE	ACTIVE
			ACTIVE
87305437	5408767	TURBO MICROFIBER	
88479710	6318091	TURBO MOPS	ACTIVE

EXHIBIT D



4830-9485-3100.2

TRADEMARK
REEL: 007427 FRAME: 0009

EXHIBIT E



4830-9485-3100.2

RECORDED: 09/21/2021

**TRADEMARK
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