

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boyd Assets Co.		10/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Trail Blazers Inc.		
Street Address:	One Center Court		
Internal Address:	Suite 200		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97227		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2801849	RIP CITY COFFEE	
CORRESPONDENCE DATA			
Fax Number:	5037962900		
<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:	503-222-9981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Schwabe, Williamson & Wyatt, P.C.		
Address Line 1:	1211 SW Fifth Avenue		
Address Line 2:	Suite 1900		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	088947-173573		
NAME OF SUBMITTER:	Allison Pentheny		
SIGNATURE:	/Allison Pentheny/		
DATE SIGNED:	11/29/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated effective October 1, 2021 (“Assignment”) is entered into by and between Boyd Assets Co., a Delaware corporation having a mailing address at 1912 Farmer Brothers Drive, Northlake, Texas 76262 (“Assignor”) and Trail Blazers Inc., an Oregon corporation having a mailing address at Suite 200, One Center Court, Portland, Oregon 97227 (“Assignee”).

WHEREAS, Assignor and Assignee have entered into that certain Trademark Assignment and License Agreement dated effective October 1, 2021 (the “Agreement”); and

WHEREAS, Assignor and Assignee now execute this Assignment pursuant to the terms and conditions of the Agreement;

In consideration of the mutual agreements contained in this assignment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignor and Assignee agree to the following:

1. Trademark. Trademark means the trademark identified in **Schedule A**, attached hereto.

2. Assignment. Assignor owns the Trademark and wishes to sell and assign the Trademark to Assignee. Assignee wishes to purchase and acquire the Trademark from Assignor. Accordingly, Assignor hereby sells, assigns, conveys, grants and transfers to Assignee the following:

- a) Assignor’s entire right, title and interest in and to the Trademark, whether or not registered or issued as of the date of this Assignment, and any and all renewals and extensions (or any legal equivalent), together with all goodwill associated with the Trademark, and the registrations(s) thereof, and the application(s) thereof and further including all income, royalties, damages and the right to sue for past infringement and misappropriations of the Trademark;
- b) All claims, demands and rights or action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement (or any related claims including, but not limited to, dilution, unfair competition or passing off) of any Trademark which occurred prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee’s own name; and
- c) All rights corresponding to the Trademark, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Costs. Assignor and Assignee shall bear their own legal advisor costs, if any. Costs and expenses relating to this Assignment and any official fees or costs in relation to the recordal of this Assignment shall be borne by the Assignee.

4. Further Assurance. Assignor agrees that it shall do, execute, acknowledge, and deliver all agreements, instruments, or notices as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated.

5. Subject to Terms of Agreement. In the event of any inconsistency, conflict or ambiguity as to the rights and obligations of the parties under this Assignment and the Agreement, the terms of the Agreement shall control and supersede any such inconsistency, conflict or ambiguity.

6. Amendment. This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.


7. Governing Law. This Assignment shall be governed by and construed in accordance with the substantive laws of the state of Delaware, without giving effect to its principles of conflict of laws.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same assignment.

9. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first written above.

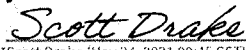
Trail Blazers Inc.

By  Ben Lauritsen (Nov 18, 2021 14:02 PST)

Name:

Title:

Boyd Assets Co.

By  Scott Drake (Nov 24, 2021 09:45 CST)

Name: Scott Drake

Title: Chief Financial Officer

Schedule A

TRADEMARK

Mark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status
RIP CITY COFFEE	U.S.	76/424,598	June 26, 2002	2,801,849	January 6, 2004	Registered