

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orb Life Sciences LLC		01/20/2022	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	AB Cuts LLC		
Street Address:	221 S. CHEROKEE STREET		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80223		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4328402	SLEEK & LEAN	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	13032231100		
Email:	DNTrademarkDocket@bhfs.com		
Correspondent Name:	/Sarah K. Dewar/		
Address Line 1:	410 SEVENTEENTH STREET, SUITE 220		
Address Line 4:	DENVER, COLORADO 80202		
NAME OF SUBMITTER:	Sarah K. Dewar		
SIGNATURE:	/Sarah K. Dewar/		
DATE SIGNED:	01/26/2022		
Total Attachments: 3			
source=Sleek and Lean- Trademark Assignment Agreement EXECUTED#page1.tif			
source=Sleek and Lean- Trademark Assignment Agreement EXECUTED#page2.tif			
source=Sleek and Lean- Trademark Assignment Agreement EXECUTED#page3.tif			

OP \$40.00 4328402

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) dated as of January 20, 2022 between Orb Life Sciences LLC, a Colorado limited liability company (“**Assignor**”), and AB Cuts LLC, a Delaware limited liability company (“**Assignee**”, and each of Assignor and Assignee, a “**Party**”).

WHEREAS, Assignor and Assignee are affiliate business entities, under the common control and ownership of Active Tech Holdings, LLC, a Delaware limited liability company; and

WHEREAS, in connection with a restructuring, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor’s right, title and interest in and to the Assigned Marks (as defined below).

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

1. Assignment. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor’s right, title and interest in and to (i) the trademarks set forth in Schedule A hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Schedule A hereto, (iii) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in Schedule A hereto), and (iv) any goodwill associated with any of the foregoing (collectively, the “**Assigned Marks**”).

2. Cooperation. The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

4. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

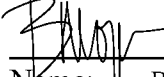
5. Governing Law. This Agreement shall be subject to and governed by the laws of the State of New York without regard to the conflict of law rules of such state.

[Signature page follows.]


TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement as of the date first above written.

ORB Life Sciences LLC

By: 
Name: Becky Moyes
Title: VP, Legal Affairs

AB Cuts LLC

By: 
Name: Kris Soder
Title: CEO

TRADEMARK ASSIGNMENT AGREEMENT

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

Trademarks

Sleek & Lean standard character mark, Registration No. 4,328,402, registered on April 30, 2013.