

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OLD WORLD INDUSTRIES, LLC		04/13/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	JBW Herculliner Holdings, LLC		
Street Address:	120 N Harris St.		
City:	Sandersville		
State/Country:	GEORGIA		
Postal Code:	31082		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2615658	HERCULINER	
Registration Number:	2421309		
CORRESPONDENCE DATA			
Fax Number:	8032559831		
	<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:	8643732260		
Email:	IP.MailboxAccount@nelsonmullins.com, elaine.stephenson@nelsonmullins.com		
Correspondent Name:	Neil C. Jones		
Address Line 1:	Nelson Mullins Riley & Scarborough LLP		
Address Line 2:	301 SOUTH COLLEGE STREET, SUITE 2300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Neil C. Jones		
SIGNATURE:	/Neil C. Jones/		
DATE SIGNED:	02/03/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and entered into as of April 13, 2021, by and between Old World Industries, LLC, an Illinois limited liability company (the “**Assignor**”), and JBW Herculliner Holdings, LLC, a Georgia limited liability company (the “**Assignee**”). Reference is made to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among the Assignor and the Assignee. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

RECITALS

WHEREAS, the Assignor owns certain trademarks, domain names, trade secrets, software (including source code), other copyrightable works and other intellectual property rights;

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor is selling, assigning, transferring and delivering to the Assignee the Purchased Assets, including the Intellectual Property Assets; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignee desires to purchase, acquire and accept from the Assignor all right, title and interest in and to the Intellectual Property Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby, the Assignor hereby agrees as follows:

1. Assignment. In consideration for entering to the Purchase Agreement, the Assignor does hereby sell, assign, transfer and set over unto the Assignee all of the Assignor’s right, title and interest in and to the Intellectual Property Assets, including all items listed on Schedule A hereto, together with all renewals of the foregoing, all priority rights that are or may be predicated upon or arise from the foregoing, all goodwill associated with and symbolized by the foregoing and all income, royalties, damages or payments due on or after the date hereof, including all claims and rights to sue for damages or payments for past, present and future infringement, dilution, misappropriation, unauthorized use or other violation of any of the foregoing and to collect and retain same for Assignee’s sole use and enjoyment.
2. Transfer Documents; Further Assurances. The Assignor further agrees that, at the request of Assignee, from time to time and at any time, whether on or after the date of this Assignment, and without further consideration (a) reasonably cooperate with the Assignee in evaluating, pursuing, contesting or defending any of the Intellectual Property Assets transferred hereby and (b) take any such other actions as may be reasonably necessary for Assignee to receive its full benefits under this Assignment.
3. Amendments. This Assignment may not be amended except by an instrument in writing signed by the Assignor and the Assignee. By an instrument in writing, the Assignor, on

the one hand, or the Assignee, on the other hand, may waive compliance by the other with any term or provision of this Assignment that such other party was or is obligated to comply with or perform.

4. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns, personal representatives, heirs and estates, as the case may be.
5. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
6. Consent to Jurisdiction. EACH PARTY AGREES THAT ANY AND ALL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS ASSIGNMENT SHALL BE COMMENCED AND PROSECUTED IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE OR, IF SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, TO THE SUPERIOR COURT OF THE STATE OF DELAWARE OR, IF JURISDICTION IS VESTED EXCLUSIVELY IN FEDERAL COURTS OF THE UNITED STATES, THE FEDERAL COURTS SITTING IN THE STATE OF DELAWARE, OR IN THE CASE OF A PROCEEDING ARISING OUT OF OR RELATING TO A THIRD PARTY CLAIM WHICH IS OR MAY BE SUBJECT TO INDEMNIFICATION HEREUNDER, IN THE COURT WHERE SUCH THIRD PARTY CLAIM IS BROUGHT AND EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO OBJECT TO SUCH VENUE. EACH PARTY CONSENTS AND SUBMITS TO THE NON-EXCLUSIVE PERSONAL JURISDICTION OF ANY SUCH FORUM IN RESPECT OF ANY SUCH PROCEEDING OR, WITH RESPECT TO A THIRD PARTY CLAIM, IN THE FORUM IN WHICH SUCH THIRD PARTY CLAIM WAS BROUGHT. EACH PARTY CONSENTS TO SERVICE OF PROCESS UPON IT WITH RESPECT TO ANY SUCH PROCEEDING BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, AND BY ANY OTHER MEANS PERMITTED BY APPLICABLE LAWS.
7. Specific Performance. Each party acknowledges that the other party would be damaged irreparably and would have no adequate remedy of law if any provision of this Assignment is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each party agrees that the other party will be entitled to an injunction to prevent any breach of any provision of this Assignment and to enforce specifically any provision of this Assignment, in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security
8. Severability. Any provision of this Assignment that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision hereof or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Assignment held

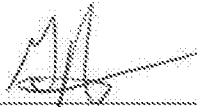
invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed effective as of the date first above written.

ASSIGNOR:

OLD WORLD INDUSTRIES, LLC

By: 

Greg Noethlich, Chief Executive Officer

ASSIGNEE:

JBW HERCULINER HOLDINGS, LLC

DocuSigned by:
By: Carlton E. Hanson
Name: Carlton E. Hanson
Title: Chief Executive Officer

[Signature Page to IP Assignment]

**TRADEMARK
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RECORDED: 02/03/2022

**TRADEMARK
REEL: 007614 FRAME: 0240**