

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhino USA, Inc.		01/03/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Murrieta Rhino Holdco LLC		
Street Address:	815 Brazos St.		
Internal Address:	Suite 9		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87592517	RHINO USA	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	rliebowitz@venable.com, saahmed@venable.com, trademarkdocket@venable.com		
Correspondent Name:	Rebecca Liebowitz		
Address Line 1:	c/o Venable LLP		
Address Line 2:	PO Box 34385		
Address Line 4:	Washington, D.C. 20043-9998		
NAME OF SUBMITTER:	Sahar A. Ahmed		
SIGNATURE:	/Sahar A. Ahmed/		
DATE SIGNED:	02/08/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”) effective as of January 3, 2022, is made by Rhino USA, Inc., a California corporation (“Assignor”), in favor of The Murrieta Rhino Holdco LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

A. The Assignor is the owner of the trademarks and service marks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the “Trademarks”);

B. Pursuant to the terms of that certain Asset Purchase Agreement, dated December 20, 2021, among Assignor, Assignee and Buyer Parent (the “Purchase Agreement”), it has been agreed that the Assignor will transfer all of its right, title and interest in and to the Trademarks to Assignee; and

C. Assignor desires to assign all of its respective right, title and interest in and to the Trademarks owned by Assignor to the Assignee and the Assignee desires to acquire the Trademarks.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to the Assignee, Assignor’s entire worldwide right, title and interest in and to, the Trademarks, together with the goodwill respectively symbolized thereby, as well as any and all trademark/service mark applications and registrations, associated therewith, all as listed on Schedule A attached hereto and made a part hereof; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future. Together with Assignor’s entire right, title and interest in, as well as the goodwill of the business associated with, the Trademarks being assigned to Assignee, are any and all rights and privileges in the United States, as well as throughout the entire world, associated with same, including the right to sue for any and all past infringements which may have occurred at any time up to the date of this Assignment.

2. Assignor hereby requests the United States Patent and Trademark Office and equivalent government authorities in located in foreign countries to record this Assignment.

3. From time to time, as and when requested by the Assignee, the Assignor will execute further papers and do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to all of the Trademarks in the Assignee and to facilitate the recordation of same before the United States Patent and Trademark Office and equivalent government authorities in located in foreign countries.

4. Notwithstanding anything herein to the contrary, the provisions of this Assignment shall be subject to and governed by the provisions of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities therein, which are incorporated herein by this reference. If and to the extent the provisions of this Assignment are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions set forth in

the Purchase Agreement. Nothing contained in this Assignment may be construed as a waiver of any of the rights or remedies set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered pursuant to the Purchase Agreement.

5. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to choice of law principles. The state or federal courts located within Travis County, Texas shall have exclusive jurisdiction over any and all disputes between the parties arising out of or relating to this Assignment and the transactions contemplated hereby, and the parties hereto consent to and agree to submit to the jurisdiction of such courts. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6. No waiver, amendment, modification or change of any provision hereof shall be effective unless and until made in writing and signed by the parties hereto. No waiver, forbearance or failure by any party hereto of its rights to enforce any provision hereof shall constitute a waiver or estoppel of such party's right to enforce any other provision hereof or a continuing waiver by such party of compliance with any provision hereof. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in counterparts (including by facsimile or optically-scanned electronic mail attachment), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party hereto or to any such agreement or instrument shall raise the use of such electronic delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of electronic delivery, as a defense to the formation of a contract, and each such party forever irrevocably waives any such defense, except to the extent such defense related to lack of authenticity.

8. The provisions hereof are intended to be interpreted and construed in a manner so as to make provisions valid, binding and enforceable. If any provision hereof is determined to be partially or wholly invalid, illegal or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this Assignment and the validity, binding effect and enforceability of the remaining provisions hereof shall not be affected or impaired in any manner. The parties hereto have participated jointly in the drafting of this Assignment, and this Assignment shall be construed as such, with no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any part hereof.

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[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as of the closing contemplated by the Purchase Agreement.

ASSIGNOR:

RHINO USA, INC.

By: Edward Repic
Name: Edward Repic
Title: Chief Executive Officer

ASSIGNEE:

THE MURRIETA RHINO HOLDCO LLC

By: Jeremy Bell
Name: Jeremy Bell
Title: Chief M&A Officer and Secretary

Schedule A

Trademarks

Trademark	Serial Number/ Registration Number	Jurisdiction	Registration Date
RHINO USA	87592517	USPTO	8/31/2017