

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM711883

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Masada Goods Inc		01/20/2022	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Belnick, LLC		
<b>Street Address:</b>	4350 Ball Ground Highway		
<b>City:</b>	Canton		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30114		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5523636	MASADA RUGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-439-5153		
<b>Email:</b>	wmiller@wissingmiller.com		
<b>Correspondent Name:</b>	Wissing Miller LLP		
<b>Address Line 1:</b>	31 Hudson Yards, 11th Floor		
<b>Address Line 2:</b>	Attn: Wendy E. Miller		
<b>Address Line 4:</b>	New York, NEW YORK 10001		
<b>ATTORNEY DOCKET NUMBER:</b>	253-0033		
<b>NAME OF SUBMITTER:</b>	Wendy E. Miller		
<b>SIGNATURE:</b>	/Wendy E. Miller/		
<b>DATE SIGNED:</b>	03/03/2022		
<b>Total Attachments: 5</b>			
source=Masada Goods IP Assignment to Belnick - for recordal#page1.tif			
source=Masada Goods IP Assignment to Belnick - for recordal#page2.tif			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“Agreement”) is entered into on January 20, 2022, by Masada Goods Inc, a Florida corporation (“Assignor”), and Belnick, LLC, a Georgia limited liability company (“Assignee”), pursuant to the Asset Purchase Agreement dated November 23, 2021 and Amended December 27, 2021.

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell and Assignee has agreed to purchase certain assets of the Assignor including Assignor’s Intellectual Property Assets which include, but are not limited to the trademarks and trademark applications set forth on and attached hereto as **Exhibit A** (“Trademarks”) and the domain names set forth on and attached hereto as **Exhibit B** (“Domain Names”) (collectively the “Intellectual Property Assets”);

**WHEREAS**, the Assignor and Assignee desire that the assignment of said rights be made of record in relevant governmental or administrative offices as applicable;

**NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Assignment**. Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, and delivers to Assignee its right, title and interest in and to the Intellectual Property Assets, including without limitation, (a) the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill associated therewith, and the registrations and applications therefor, together with the right to file such applications and the right to claim for the same the priority rights derived from the Intellectual Property Assets under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for intellectual property protection for the Intellectual Property Assets, including, without limitation, all applications for marks which may hereafter be filed for said Intellectual Property Assets in any country or countries, together with the right to file such applications; and all forms of intellectual property protection for the Intellectual Property Assets, which may be granted for said Intellectual Property Assets in any country or countries including all rights to damages and profits, due or accrued, arising out of past infringements, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances; and (b) the Domain Names.

2. **Cooperation and Recordation**.

(a) Assignor hereby agrees to cooperate with Assignee as reasonably necessary and at Assignee’s expense to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets. Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee, or its respective successors or assigns, may reasonably request to affect the terms of this Agreement, including without limitation, any affidavits, testimony, declarations, further assignments, oaths, samples, exhibits, specimens of use, and other documentation, and cooperating fully with the Assignee to perfect the transfer of the Intellectual

Property Assets hereunder.

(b) Assignor hereby acknowledges and agrees that the internet domain name registrar ("Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Assignee ownership of and administrative contact for the Assigned Domain Names transferred to it hereunder. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Assignee's request and expense Assignor will cooperate with Assignee to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Assignee.

3. **Delivery of Tangible Items.** Assignor shall arrange, at the cost and expense of Assignee, for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of the Assignor.

4. **Maintenance.** Assignor agrees that it has and it shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry, and to take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

5. **Asset Purchase Agreement.** This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall control.

6. **Miscellaneous.**

(a) This Agreement, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Agreement shall be binding upon and inure solely to the benefit of each party hereto and its respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature.

(c) This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Agreement shall be effective unless in writing. Failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Agreement or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) This Agreement shall not be assigned by any party (by operation of law or otherwise) without the prior written consent of the other party, except that, after the Closing Date, Assignee may assign this Agreement to any of its affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MASADA GOODS INC.

*Hillel Mintz*  
By Hillel Mintz (Jan 18, 2022 14:39 EST)

Name: Hillel Mintz

Title: President

BELNICK, LLC

*Joseph R Rainone*  
By Joseph R Rainone (Jan 18, 2022 14:18 EST)

Name: Joseph Rainone

Title: Chief Executive Officer

**Exhibit A**

**Trademarks**

MARK: MASADA RUGS  
U.S. Trademark Registration No. 5,523,636  
Granted: July 24, 2018

**Exhibit B**

**Domain Names**

Registered Domain Names:

www.masadarugs.com