

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fahrenheit Technologies, Inc.		03/14/2022	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	AOB Products Company		
Street Address:	1800 North Route Z		
City:	Columbia		
State/Country:	MISSOURI		
Postal Code:	65202		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5878719	ALPHA SMOKE	
Registration Number:	6137203	CHIMP	
Registration Number:	5304473	GRILLA	
Registration Number:	6007619	GRILLA GRILLS	
Registration Number:	5085165	GRILLA°	
Registration Number:	5155635	KONG	
Registration Number:	6366325	PRIMATE	
Registration Number:	5160167	SILVERBAC	
Serial Number:	90689040	ALPHA CONNECT	
Serial Number:	97030733	KONGO KICK	
Serial Number:	90207347	PREDATOR	
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>			
Phone:	2155127467		
Email:	phx_tmddocketing@ballardspahr.com		
Correspondent Name:	Hara K. Jacobs, Ballard Spahr LLP		
Address Line 1:	1735 Market Street 51st Fl.		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

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NAME OF SUBMITTER:	Beth Frankenfield
SIGNATURE:	/Beth Frankenfield/
DATE SIGNED:	03/18/2022
Total Attachments: 5 source=Trademark Assignment Fahrenheit to AOB 3.14.2022#page1.tif source=Trademark Assignment Fahrenheit to AOB 3.14.2022#page2.tif source=Trademark Assignment Fahrenheit to AOB 3.14.2022#page3.tif source=Trademark Assignment Fahrenheit to AOB 3.14.2022#page4.tif source=Trademark Assignment Fahrenheit to AOB 3.14.2022#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of March 14, 2022, is made by Fahrenheit Technologies, Inc., a Michigan corporation with offices at 558 E. 64th Street, Holland, MI 49423 ("**Assignor**"), in favor of AOB Products Company, a Missouri corporation with offices located at 1800 North Route Z, Columbia, Missouri 65202 ("**Assignee**"), (each individually a "**Party**" and collectively the "**Parties**").

WHEREAS, the Parties entered into an asset purchase agreement dated March 8, 2022 (the "**Asset Purchase Agreement**").

WHEREAS, Under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's

reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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 govern.

4. Electronic Copy. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

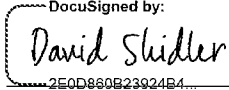
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

FAHRENHEIT TECHNOLOGIES, INC.

By:  _____
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Name: David Shidler

Title: President

Date: March 14, 2022