

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gaskets Unlimited, LLC		02/25/2022	Limited Liability Company: GEORGIA
THE CUTTING BOARD COMPANY, LLC		02/25/2022	Limited Liability Company: GEORGIA
Gasket Guy, LLC		02/25/2022	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Gaskets Acquisition LLC		
Street Address:	541 10th Street NW Suite 210		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6045994	COOLER GASKETS	
Registration Number:	5872390	CS CARVED SOLUTIONS	
Registration Number:	5219729	KELLBEE	
Registration Number:	5534291	CUTTINGBOARD.COM	
Registration Number:	5153946	GASKET GUY	
Serial Number:	97187250	KEEP YOUR COOL!	
Registration Number:	6140355	GRAIN+OAK	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		

CH \$190.00 6045994

Address Line 4:	Roseland, NEW JERSEY 07068
ATTORNEY DOCKET NUMBER:	30506.3
NAME OF SUBMITTER:	Matthew Hintz, Esq.
SIGNATURE:	/Matthew Hintz/
DATE SIGNED:	04/28/2022
Total Attachments: 5 source=Trademark Assignment Agreement (Executed)#page1.tif source=Trademark Assignment Agreement (Executed)#page2.tif source=Trademark Assignment Agreement (Executed)#page3.tif source=Trademark Assignment Agreement (Executed)#page4.tif source=Trademark Assignment Agreement (Executed)#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of February 25, 2022 (the "Effective Date") by Gaskets Unlimited, LLC, a Georgia limited liability company ("Unlimited"), Gasket Guy, LLC, a Georgia limited liability company ("Gasket Guy"), and The Cutting Board Company, LLC (a/k/a Cutting Board Company), a Georgia limited liability company (collectively with Gasket Guy and Unlimited, the "Assignors") for the benefit of Gaskets Acquisition LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Agreement (as defined below).

WHEREAS, the Assignors, the other Sellers (as defined therein), Sellers' Representative (as defined therein), Buyer (as defined therein), the Owners (as defined therein), and the Assignee have entered into that certain Membership Interest Purchase Agreement dated as of the date hereof (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignors have, among other things, agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignors' right, title and interest in and to the trademarks, service marks, and registrations and applications therefore, that are included in the Assets, including those trademarks that are set forth on the attached Schedule A hereto, together with the goodwill of the businesses associated therewith (collectively, the "Marks") (and, with respect to any intent-to-use trademark application included in the Marks, the businesses to which such trademark application pertains, which business is ongoing and existing).

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignors hereby irrevocably assign to the Assignee: (i) all of the Assignors' right, title, and interest in and to the Marks, together with the goodwill associated therewith; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon the reasonable request of Assignee, Assignors agree to execute and deliver to the Assignee and/or any person designated by the Assignee any and all additional documents and instruments that may reasonably be required to record and perfect the rights granted herein, consistent with and subject to the terms of the Agreement.

2. The Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignors' rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

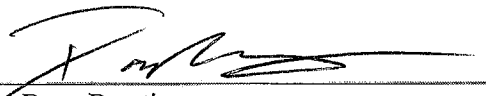
6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignors have duly executed this Assignment as of the date first written above.

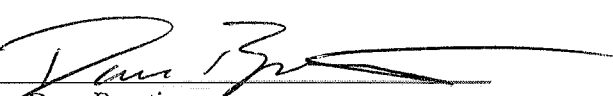
ASSIGNORS:

GASKETS UNLIMITED, LLC

By: 
Name: Dave Brautigan
Title: Manager

Address:
541 10th Street NW Suite 210
Atlanta GA 30318
Attention: Dave Brautigan
E-mail: dave@mixtapeventures.com

GASKET GUY, LLC

By: 
Name: Dave Brautigan
Title: Manager

Address:
541 10th Street NW Suite 210
Atlanta GA 30318
Attention: Dave Brautigan
E-mail: dave@mixtapeventures.com

THE CUTTING BOARD COMPANY, LLC
(a/k/a CUTTING BOARD COMPANY)

By: 
Name: Dave Brautigan
Title: Manager

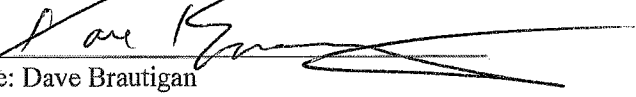
Address:
541 10th Street NW Suite 210
Atlanta GA 30318
Attention: Dave Brautigan
E-mail: dave@mixtapeventures.com

AGREED AND ACCEPTED:

GASKETS ACQUISITION LLC

By: Gaskets Unlimited, LLC

Its: Managing Member

By: 
Name: Dave Brautigan
Title: Manager

Address:
[541 10th Street NW Suite 210
Atlanta GA 30318
Attention: Dave Brautigan
E-mail: dave@mixtapeventures.com

[Signature page to Trademark Assignment Agreement]

SCHEDULE A
Marks

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u> (App. No.)	<u>Reg. Date</u> (Filing Date)	<u>Goods/Services</u>	<u>Status</u>
COOLER GASKETS (DESIGN PLUS WORDS)	Gaskets Unlimited, LLC	6045994	May 5, 2020	On-line retail store services featuring commercial refrigeration parts and supplies.	Registered
CARVED SOLUTIONS (STYLIZED)	The Cutting Board Company, LLC	5872390	October 1, 2019	On-line retail store services featuring personalized gifts such as cutting boards, soaps, candles, and jewelry.	Registered
KELLBEE	The Cutting Board Company, LLC	5219729	June 6, 2017	Cups and cup lids.	Registered
CUTTINGBOARD.COM (DESIGN PLUS WORDS)	The Cutting Board Company, LLC	5534291	August 7, 2018	Cutting boards; Knife blocks; Holder for cutting board; Salad tongs.	Registered
GASKET GUY	Gasket Guy, LLC	5153946	March 7, 2017	Repair and replacement services of gaskets used in refrigeration units.	Registered
KEEP YOUR COOL!	Gasket Guy, LLC	(97/187250)	(December 23, 2021)	Online retail services featuring gaskets and parts for commercial refrigerators. Installation and repair of commercial refrigerator gasket, doors, and hinges.	Pending
GRAIN+OAK	The Cutting Board Company, LLC	6140355	September 1, 2020	Gift boxes; Money clips Wallets Decanters; Whisky glasses	Registered

