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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM724914

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name Formerly		Execution Date	Entity Type
UB4 LLC		04/22/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	2XO Brand Holdings LLC	
Street Address:	2300 Pilot Knob Rd	
City:	Mendota Heights	
State/Country:	MINNESOTA	
Postal Code:	55120	
Entity Type:	ntity Type: Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	90872587	2XO
Serial Number:	90872610	2XO TWO TIMES OAK
Serial Number:	90872712	THE SOLITARY SERIES

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6124927548

Email: wmunt@fredlaw.com

Correspondent Name: Wendy Munt

Address Line 1:200 South Sixth Street, Suite 4000Address Line 4:Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Wendy Munt
SIGNATURE:	/Wendy Munt/
DATE SIGNED:	04/29/2022

Total Attachments: 4

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TRADEMARK REEL: 007706 FRAME: 0278

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TRADEMARK ASSIGNMENT (2XO)

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into as of April 22, 2022 between UB4 LLC, a Delaware limited liability company, having a principal business address of 22 Thorndale Circle, Darien, CT 06820 ("Assignor"), and 2XO Brand Holdings LLC, a Delaware limited liability company, having a principal business address of 2300 Pilot Knob Rd., Mendota Heights, Minnesota 55120 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the marks set forth at Exhibit A (collectively, the "Marks");

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Marks as set forth in the Asset Purchase Agreement and the goodwill associated therewith to Assignee, and Assignee desires to accept the Marks and the goodwill associated therewith.

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

- 1. Assignor hereby irrevocably sells, conveys, transfers and assigns to Assignee, its successors and assigns, any and all of Assignor's right, title and interest in and to the Marks, together with the ongoing and existing business of Assignor to which the Marks pertain and goodwill associated with the Marks, any and all of Assignor's registrations and applications for the Marks, including those set forth in Exhibit A, and any and all of Assignor's common law rights and copyright rights in the Marks, together with all rights and privileges granted and secured thereby, including without limitation, any and all of Assignor's rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable and all rights of action, both statutory and based upon common law, that Assignor has or might have, accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement or other violation of the Marks prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name and receive all damages, payments, costs and fees associated therewith, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- 2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
- 3. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

US.137924401.01

TRADEMARK REEL: 007706 FRAME: 0279 4. This Assignment, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manners and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

[signature page follows]

TRADEMARK REEL: 007706 FRAME: 0280

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the day and year set forth above.

ASSIGNOR:

UB4 LLC

Name: Dan Buttling

Title: Authorized Signatory

On this <u>27</u> day of // () ____, 2022, before me personally appeared Dan Br Hlibra

and executed the foregoing instrument and acknowledged

it to be (his its (preferred pronoun) free act and deed.

SEAL

Marcos V. de Jesus Notary Public ly Commission Expires 10/31/2024 State of Connecticut

Notary Public

My commission expires on $\frac{(c/3)/24}{2}$

ASSIGNEE ACKNOWLEDGEMENT:

2XO BRAND HOLDINGS LLC

2XO BRAND HOLDINGS LLC

DocuSigned by: By:

Mike Morgan, Manager

Exhibit A

Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
2XO	UB4 LLC	90872587	Aug. 9, 2021	n/a	n/a
2XO TWO TIMES OAK	UB4 LLC	90872610	Aug. 9, 2021	n/a	n/a
THE SOLITARY SERIES	UB4 LLC	90872712	Aug. 9, 2021	n/a	n/a

TRADEMARK REEL: 007706 FRAME: 0282

RECORDED: 04/29/2022