

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732202

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900683728		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Troxell Communications, Inc.		03/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bluum Holdings LLC		
Street Address:	4675 E. Cotton Center Blvd. #155		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040-4810		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85528389	TROXELL	
Serial Number:	97060972	BLUUM	
Serial Number:	97060979	BLUUM TECHNOLOGY	
Serial Number:	97220593		
Serial Number:	90419449	LEARNING WITHOUT LIMITS	
Serial Number:	85334543	TROX	
Serial Number:	90124532	IGNITING CURIOSITY	
CORRESPONDENCE DATA			
Fax Number:	6174236917		
<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:	6174225313		
Email:	Jean.Maxwell@wilsonelser.com		
Correspondent Name:	JEAN MAXWELL		
Address Line 1:	260 FRANKLIN STREET, 14TH FLOOR		
Address Line 2:	WILSON ELSER MOSKOWITZ EDELMAN & DICKER		
Address Line 4:	BOSTON, MASSACHUSETTS 02110-3112		
ATTORNEY DOCKET NUMBER:	TMASSIGTROX-BLUUM 12458.5		
NAME OF SUBMITTER:	Jean Maxwell		

SIGNATURE:	/Jean Maxwell/
DATE SIGNED:	06/03/2022
Total Attachments: 3 source=TRADEMARK ASSIGNMENT - TROXELL COMMUNICATIONS to BLUUM HOLDINGS - EXECUTED 3-23-22#page1.tif source=TRADEMARK ASSIGNMENT - TROXELL COMMUNICATIONS to BLUUM HOLDINGS - EXECUTED 3-23-22#page2.tif source=TRADEMARK ASSIGNMENT - TROXELL COMMUNICATIONS to BLUUM HOLDINGS - EXECUTED 3-23-22#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into by and between **Troxell Communications, Inc.**, a Delaware corporation duly organized and existing under the laws of Delaware with its principal place of business at 4675 E. Cotton Center Blvd. #155, Phoenix, Arizona 85040 ("Assignor") and **Bluum Holdings LLC**, a Delaware limited liability company with its principal place of business at 4675 E. Cotton Center Blvd. #155, Phoenix, Arizona 85040-4810 ("Assignee") as of the 23rd day of **March, 2022** (the "Effective Date").

WHEREAS, the ASSIGNOR is the sole and exclusive owner of the entire right, title and interest in and to the trademarks, applications and registrations, including the goodwill and any common law trademark rights therefor, listed on Schedule A attached hereto and made a part hereof (collectively, the "**Trademarks**"); and

WHEREAS, the ASSIGNEE desires to purchase or acquire the ASSIGNOR's right, title and interest in and to the Trademarks; and

WHEREAS, ASSIGNOR and the ASSIGNEE are both duly authorized and capable of entering into this Assignment and the parties hereto agree as follows:

ASSIGNMENT. The ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE all of its right, title and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation the ongoing and existing portion of the ASSIGNOR'S business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations including in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from eh Trademarks), the same to be held and enjoyed by ASSIGNEE as fully and entirely as said interest could have been held and enjoyed by ASSIGNOR had this sale, assignment, transfer and conveyance not been made.

The ASSIGNOR authorized the United States Patent and Trademark Office and any other application jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Schedule A to ASSIGNEE as recipient of ASSIGNOR's entire right, title and interest there in.

ASSIGNOR further agrees to upon the request and at the expense of the ASSIGNEE (a) cooperate with ASSIGNEE in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as ASSIGNEE lawfully may request to obtain or maintain the Trademarks and any all applications and registrations for the Trademarks.

WARRANTY. ASSIGNOR warrants that ASSIGNEE is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledge, assigned or encumbered and that this Assignment does not infringe on the rights of any person.

ENTIRE AGREEMENT. This Assignment is governed by, and is to be construed in accordance with the law of the Country of Canada and the State of Arizona.

SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Agreement, (i) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

ADVICE OF COUNSEL. Each party acknowledges that, in executing this agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and previsions of this Agreement. This agreement will not be construed against any party by reason of the drafting or preparation hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns, transfers, and conveys to ASSIGNEE all right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith, the Registration of the Trademarks and any renewals and extensions thereof, effective as of the date set forth.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this _____ day of March, 2022.

TROXELL COMMUNICATIONS, INC.

BLUUM HOLDINGS LLC

By: 

By: 

Name: Dan Gerelick

Name: Mark Stachulski

Title: CFO

Title: Executive Vice President

Schedule A

USPTO Marks	Appl. #	File Date	Reg. #	Reg. Date	Class #
TROXELL	85528389	01/30/2012	4202310	09/04/2012	35, 37, 41, 42
BLUUM	97060972	10/05/2021			35, 37, 41, 42
BLUUM TECHNOLOGY	97060979	10/05/2021			35, 37, 41, 42
(Bird with Beak/wing LOGO DESIGN)	97220593	01/14/2022			35, 37, 41, 42
LEARNING WITHOUT LIMITS	90419449	12/28/2020			35, 37, 41, 42
TROX	85334543	05/31/2011	4372996	07/23/2013	35, 37, 41, 42
IGNITING CURIOSITY	90124532	08/19/2020	6314800	04/06/2021	35, 37, 41, 42

CANADA Marks	Appl. #	File Date	Reg. #	Reg. Date	Exp. Date	Class #
BLUUM	2138503	10/06/2021				35, 37, 41, 42
BLUUM TECHNOLOGY	2138552	10/06/2021				35, 37, 41, 42