

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732957

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900686173		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StoneCastle Partners, LLC		01/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	StoneCastle Digital Solutions, LLC		
Street Address:	152 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5474522	CAMBR	
CORRESPONDENCE DATA			
Fax Number:	2124843990		
<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:	2124843900		
Email:	marylee.jenkins@afslaw.com		
Correspondent Name:	Marylee Jenkins		
Address Line 1:	1301 Avenue of the Americas, Floor 42		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	033205.00040		
NAME OF SUBMITTER:	Marylee Jenkins		
SIGNATURE:	/Marylee Jenkins/		
DATE SIGNED:	06/07/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of January 18, 2022 (the “**Effective Date**”) by and between StoneCastle Partners, LLC, a Delaware limited liability company, located at 152 West 57th Street, New York, New York, USA, 10019 (“**Assignor**”) and StoneCastle Digital Solutions, LLC, a Delaware limited liability company, located at 152 West 57th Street, New York, New York, USA, 10019 (“**Assignee**”). Assignor and Assignee are individually referred to herein as a “**Party**,” and collectively as the “**Parties**.”

WHEREAS, pursuant to the terms and conditions of this Assignment, Assignor desires to transfer to Assignee all of the worldwide right, title and interest of Assignor in and to the trademark CAMBR, including all common law rights thereto, the trademark registrations set forth on Attachment A attached hereto including all extensions and renewals thereof, and all goodwill associated with all of the foregoing (collectively, the “**Assigned Trademarks**”); and

WHEREAS, pursuant to the terms and conditions of this Assignment, Assignee wishes to accept all of Assignor’s right, title and interest in and to the Assigned Trademarks.

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

1. Transfer of Assigned Trademarks. Assignor does hereby irrevocably transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor’s right, title and interest in and to the Assigned Trademarks, including 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; (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any of the foregoing; (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned Trademarks, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Trademarks; and (d) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, and at Assignee’s cost and expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee, including, but not limited to the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents as necessary, to confirm and perfect title in and to the Assigned Trademarks in Assignee, its successors and assigns. Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, including but not limited to the jurisdictions listed on Attachment A, to record and register this Assignment upon request by Assignee.

3. Entire Agreement. This Assignment reflects the entire understanding of the Parties relating to the assignment, transfer, conveyance and delivery of the Assigned Trademarks from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.


5. Governing Law and Venue. This Assignment shall be interpreted, construed, governed and enforced in all respects in accordance with the laws of the State of New York of the United States of America, without giving effect to its conflicts of laws provisions. Neither Party shall commence or prosecute any action, suit, or claim arising under or by reason of this Assignment other than in the state or federal courts located in New York. The Parties irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Assignment.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to each of the Parties. A signature sent by facsimile transmission or e-mail shall be as binding as delivery of a manually executed copy of this Assignment.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR: STONECASTLE PARTNERS, LLC

By:  _____

Name: Joshua Siegel

Title: Managing Partner

ASSIGNEE: Stonecastle Digital Solutions, LLC

By:  _____

Name: Joseph Healey

Title: President