

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sandhills Development, LLC		06/01/2020	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	Liquid Web, LLC		
Street Address:	2703 Ena Drive		
City:	Lansing		
State/Country:	MICHIGAN		
Postal Code:	48917		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5254539	RESTRICT CONTENT PRO	
CORRESPONDENCE DATA			
Fax Number:	7342840874		
<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:	734-674-9995		
Email:	pmastro1@wyan.org		
Correspondent Name:	Patrick Mastrogiacomo, Jr.		
Address Line 1:	345 Pine Street		
Address Line 4:	Wyandotte, MICHIGAN 48192		
NAME OF SUBMITTER:	Patrick Mastrogiacomo, Jr.		
SIGNATURE:	/Patrick Mastrogiacomo, Jr./		
DATE SIGNED:	07/20/2022		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

Pursuant to the **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** dated as of June 01, 2020 by and between Sandhills Development, LLC, a Kansas limited liability company (“**Assignor**”), and Liquid Web, LLC, a Delaware limited liability company (“**Assignee**”),

For good and valuable consideration provided in connection with the sale and purchase of assets pursuant to the Bill of Sale, Assignment and Assumption Agreement, the sufficiency and receipt of which is hereby acknowledged, the Assignor transferred to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademark identified below, together with the portion of all the business to which the mark pertains, as detailed in the Bill of Sale, Assignment and Assumption Agreement, which is ongoing and existing, and any business that may pertain to the mark, and together with the goodwill associated therewith. Assignor further assigned to Assignee, its successors and assigns, the entire right, title, and interest in and to all claims for damages by reason of past infringement of any such trademark rights, together with the right to sue for, collect, and retain the proceeds for any past, present, and future infringement of any trademark rights.

Trademark

Country	Mark	Filing Date	Serial No.	Registration No.
U.S.	RESTRICT CONTENT PRO	Sep 07, 2016	87163251	5254539

Assignee warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Trademark Assignment.

EXHIBIT B
BILL OF SALE, ASSIGNMENT AND
ASSUMPTION AGREEMENT

This **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made as of June 1, 2020 by and between Liquid Web, LLC, a Delaware limited liability company ("Buyer"), and Sandhills Development, LLC, a Kansas limited liability company ("Seller"). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings assigned to them in the Purchase Agreement (as defined below).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and among Buyer and Seller (the "Purchase Agreement"), Seller has agreed to sell, transfer, and deliver to Buyer all of its right, title and interest in and to the Acquired Assets, and Buyer has agreed to assume the Assumed Liabilities.

NOW, THEREFORE, Buyer and Seller agree as follows:

1. Sale and Assignment. Seller sells, conveys, transfers, assigns and sets over to Buyer, its successors and assigns, all of the right, title and interest of Seller in and to the Acquired Assets and Assumed Liabilities, subject to the limitations and qualifications set forth in and contemplated by the Purchase Agreement.

2. Acceptance and Assumption. Buyer (a) accepts the assignment of all of the right, title and interest of Seller in and to the Acquired Assets; and (b) assumes the Assumed Liabilities, subject to the limitations and qualifications set forth in and contemplated by the Purchase Agreement.

3. Miscellaneous. (a) This Agreement is made subject to all of the representations, warranties and all other provisions set forth in the Purchase Agreement. This Agreement does not supersede or amend the Purchase Agreement in any respect. This Agreement is made pursuant to the Purchase Agreement, and is subject to the limitations contained in the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall govern.

(b) This Agreement will be construed under and governed by the laws of the State of Delaware.

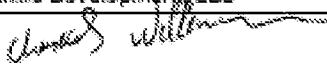
(c) This Agreement may be executed in any number of counterparts, including by way of facsimile or Portable Document Format, each of which will be deemed an original and all of which will constitute one agreement.

IN WITNESS WHEREOF, this Bill of Sale, Assignment and Assumption Agreement is executed as of the date set forth above.

BUYER:
Liquid Web, LLC

By: 
Its: Terry Flood, Chief Financial Officer

SELLER:
Sandhills Development, LLC

By: 
Its: Charles Williamson, Managing Director