

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM759053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3i AVI, LLC		09/30/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	BWI Acquisition, LLC		
Street Address:	900 South Highway Dr., Suite 100		
City:	Fenton		
State/Country:	MISSOURI		
Postal Code:	63026		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5266715	BLACK WIDOW	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	488150-223034		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/matthew j. himich/		
DATE SIGNED:	10/04/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”) between 3i AVI, LLC, a Texas limited liability company (the “Seller”), and BWI Acquisition, LLC, a Missouri limited liability company (the “Buyer”), is dated September 30, 2022 (the “Effective Date”). Seller and Buyer are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer have entered into the Asset Purchase Agreement, dated as of September 21, 2022, (the “Purchase Agreement”), pursuant to which Seller has agreed to transfer to Buyer and Buyer has agreed to purchase from Seller certain assets, including the asset set forth on Schedule A hereto (the “Purchased Trademark”); and

NOW, THEREFORE, pursuant to the provisions of the Purchase Agreement and for good and valuable consideration paid by Buyer pursuant thereto, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment of Purchased Trademark.** Seller hereby transfers to Buyer all right, title and interest of Seller in and to the Purchased Trademark, together with the goodwill of the business in connection with which said Purchased Trademark is used, and together with full right to sue for and recover all profits and damages recoverable from past infringements of the Purchased Trademark, including specifically, without limiting the generality of the foregoing, the trademark registration set forth herein, for the use and enjoyment of Buyer and Buyer’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and transfer had not been made.

2. **Recordation.** Seller authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other similar governmental authority in countries foreign to the United States to record Buyer as the owner of the Purchased Trademark.

3. **Subject to Purchase Agreement.** Nothing contained in this Assignment may be construed as a waiver of any of the rights or remedies of the Parties as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by the Parties pursuant to the Purchase Agreement. This Assignment is not intended to limit in any manner the terms of the Purchase Agreement nor is it intended to create any right or obligation broader (or more limited) than those specifically set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement will govern and control.

4. **Further Assurances.** Seller will and will cause their legal representatives and assigns to, upon reasonable request and without further compensation but at Buyer’s expense, do all lawful and commercially reasonable acts, including the execution of any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable for obtaining, sustaining, reissuing or enforcing any of the Purchased Trademark, and for perfecting, recording, or maintaining the title of Buyer, its successors and assigns, to the Purchased Trademark.

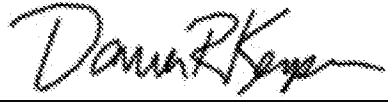
5. **Counterparts.** This Assignment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same instrument. Signatures to this Assignment transmitted by electronic facsimile, electronic mail in Portable Document Format or by any other electronic means intended to preserve the original graphic and pictorial appearance of the document will be deemed to be the delivery of an original counterpart of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

SELLER:

3i AVI, LLC

By: _____

Name: Darren Kemper

Title: Chief Operating Officer

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

BUYER:

BWI ACQUISITION, LLC

By: 

Name: Matthew T. Croak

Title: Manager

Signature Page to Trademark Assignment

TRADEMARK
REEL: 007869 FRAME: 0122

Schedule A

Purchased Trademark

Country	Mark Name	Application Number	Filed Date	Registration Number	Registration Date
United States of America	BLACK WIDOW	86/819,415	Nov. 13, 2015	5266715	Aug. 15, 2017

Schedule A