

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kinetic Kill, LLC		03/08/2023	Limited Liability Company: TEXAS
Mathew Best		03/08/2023	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Black Rifle Coffee Company LLC		
Street Address:	1144 S 500 W		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5551971	ART15	
Registration Number:	5991551	ART15 CLOTHING	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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>			
Email:	dockmpls@merchantgould.com		
Correspondent Name:	Andrew S. Ehard		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Andrew S. Ehard		
SIGNATURE:	/Andrew S. Ehard/		
DATE SIGNED:	03/08/2023		
Total Attachments: 3			
source=2023 03 08 Assignment from Mat Best to Black Rifle Coffee Company#page1.tif			
source=2023 03 08 Assignment from Mat Best to Black Rifle Coffee Company#page2.tif			
source=2023 03 08 Assignment from Mat Best to Black Rifle Coffee Company#page3.tif			

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Exhibit A

IP Assignment

Form of

Intellectual Property Assignment Agreement

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of 3/8/2023, is made by KINETIC KILL, LLC a Texas limited liability company ("Seller"), in favor of BLACK RIFLE COFFEE COMPANY LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, between Buyer, Seller and Mathew Best ("Best"), dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the trademark and copyright registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks and Copyright"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks and Copyright; Seller and Best acknowledge that certain of the Assigned IP is registered in the name of Best individually, with such Assigned IP having been used by Seller with the consent of Best during the time that Seller conducted its business. Seller and Best confirm that those properties registered to Best are included in the Assigned IP subject to this IP Assignment.;

(b) the domain names and social media accounts set forth on Schedule 1 hereto (the "Domain Names and Social Media Accounts"), together with the goodwill of the business connected with the use of, and symbolized by, the Domain Names and Social Media Accounts;

(c) all rights of any kind of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

KINETIC KILL, LLC

DocuSigned by:
By: Mathew Best
Name: Mathew Best
Title: CBO/Co-Founder

MAT BEST, individually:

DocuSigned by:
By: Mathew Best
Name: Mathew Best
Title: _____

AGREED TO AND ACCEPTED:

BUYER:

BLACK RIFLE COFFEE COMPANY LLC

DocuSigned by:
By: Gregory J. Iverson
Name: Gregory J. Iverson
Title: CFO

SCHEDULE 1 TO IP ASSIGNMENT**1. Assigned Trademark Registrations and Applications**

Mark/Name	Reg. No.	Full Goods/Services	Status/Key Dates	Owner/Designations
ART15	5,551,971	(Int'l Class: 25) Clothing, namely, shirts, t-shirts, tank tops, sweatshirts, hoodies, hats and caps	First Use: January 19, 2017 Filed: June 21, 2017 Registered: August 28, 2018	Mat Best (U.S. individual)
ART15 CLOTHING	5,991,551	Int'l Class: 25) Clothing, namely, shirts, t-shirts, tank tops, sweatshirts, hoodies, hats and caps	First Use: January, 2013 Filed: June 21, 2017 Registered: February 18, 2020	Mat Best (U.S. individual)

2. Assigned Copyright Registrations and Applications

None.

3. Assigned Domain Names and Social Media Accounts

Domain: article15clothing.com

Instagram: art15clothing

Facebook: facebook.com/article15clothing; @article15clothing

LinkedIn: linkedin.com/company/article-15-clothing