

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794342

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/09/2021
RESUBMIT DOCUMENT ID:	900748971

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MaxDelivery, LLC		02/07/2023	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Boxed Max LLC
Street Address:	61 Broadway, Floor 30
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4245206	MAXDELIVERY
Registration Number:	4237087	MAXDELIVERY
Registration Number:	4237085	
Registration Number:	4237084	URBAN FETCH
Registration Number:	4237083	URBAN FETCH

CORRESPONDENCE DATA

Fax Number: 6176468646
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.
Phone: 6176468000
Email: TMAssignments@wolfgreenfield.com
Correspondent Name: Kira-Khanh McCarthy
Address Line 1: 600 Atlantic Avenue
Address Line 2: Wolf, Greenfield & Sacks, P.C.
Address Line 4: Boston, MASSACHUSETTS 02210-2206

ATTORNEY DOCKET NUMBER:	G0929.20023US00
NAME OF SUBMITTER:	Kira-Khanh McCarthy

SIGNATURE:	/Kira-Khanh McCarthy/
DATE SIGNED:	03/14/2023
Total Attachments: 5 source=G0929.20023US00-ASI-KKM#page1.tif source=G0929.20023US00-ASI-KKM#page2.tif source=G0929.20023US00-ASI-KKM#page3.tif source=G0929.20023US00-ASI-KKM#page4.tif source=G0929.20023US00-ASI-KKM#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of December 9, 2021, by and between MaxDelivery, LLC, a New York limited liability company having a place of business at 318 West 39th Street, New York, New York 10018, for itself, its assigns and legal representatives ("Assignor") and Boxed Max LLC, a Delaware limited liability company having a place of business at 61 Broadway, Floor 30, New York, NY 10006, its successors, assigns and legal representatives ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain ASSET PURCHASE AGREEMENT dated as of November 23, 2021 (the "Purchase Agreement"; capitalized terms used herein, but not otherwise defined have the meanings given to such terms in the Purchase Agreement), pursuant to which Assignee has agreed to buy, and Assignor has agreed to sell, the Acquired Assets as set forth therein:

WHEREAS, the Acquired Assets includes all trademarks and trademark applications worldwide owned or controlled by Assignee, including those trademarks and trademark applications identified in **Schedule A** (hereinafter collectively, the "Trademarks") and together with the goodwill associated with said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns, and legal representatives, and Assignee hereby accepts the transfer and assignment in and to any and all of Assignor's right, title and interest, to the fullest extent assignable, in and to the Trademarks, whether statutory or at common law, together with the goodwill of the business symbolized by the Trademarks, including all applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademarks and to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto by reason of any past and future acts of infringement that have occurred or may occur;
2. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office to transfer all of Assignor's right, title and interest to the fullest extent assignable in and to the Trademarks to Assignee, for Assignee's own use and enjoyment, and for Assignee's legal representatives and assigns, to the full duration for which the Trademarks may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made;
3. Assignor warrants and represents that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by it and that full right to convey the same as herein expressed is possessed by it; and
4. Assignor hereby appoints Assignee, through its designee, its attorney-in-fact to execute, in its name and on its behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

[Signature page follows]

2/7/23

Date

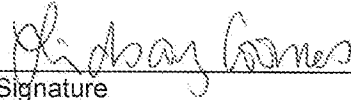


Assignor: MAXDELIVERY, LLC
Address: 318 West 39th Street
New York, New York 10018
Name: Chris Siragusa
Title: Manager

Witness:

2.7.23

Date



Signature


Name: Lindsay Coomes

Address: 61 Broadway 30th FL
NY, NY 10006

Witness:

2/7/23

Date

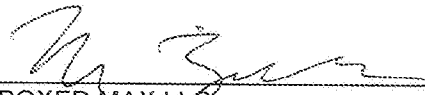


Signature


Name: Veracile Vega

Address: 61 Broadway 30th FL
NY, NY 10006

2/7/23
Date

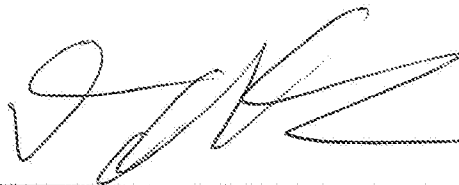

Assignee: BOXED MAX LLC
Address: 61 Broadway, Floor 30
New York, NY 10006
Name: Mark Zmowski
Title: treasurer

Witness:
2/7/23
Date


Signature




Name: Terence Devine
Address: 61 Broadway 30th Floor
New York NY 10006

Witness:
2/7/23
Date


Signature

Name: David Mordkoff
Address: 61 Broadway FL. 30
New York NY 10006

Schedule A

MARK	Application No.	Application Date	Registration No.	Registration Date
MAXDELIVERY LOGO 	85578569	03/23/2012	4245206	11/20/2012
MAXDELIVERY (Word mark)	85578190	03/23/2012	4237087	11/6/2012
(running man logo) 	85578177	03/23/2012	4237085	11/6/2012
Urban Fetch Logo 	85578164	03/23/2012	4237084	11/6/2012
Urban Fetch (word mark)	85577987	03/23/2012	4237083	11/6/2012