

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	U.S. Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NBLY Co Ops CO SPV LLC		04/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Neighborly Assetco LLC		
Street Address:	1010 N. University Parks Dr.		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5124805	DIG BOSS	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	iprecordations@whitecase.com		
Correspondent Name:	Sydney Crute		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1192541-0007-CZ49		
NAME OF SUBMITTER:	Sydney Crute		
SIGNATURE:	/Sydney Crute/		
DATE SIGNED:	04/14/2023		
Total Attachments: 3			
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U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT (“Assignment”), effective as of the 14th day of April, 2023 is made and entered into by and between NBLY Co Ops CO SPV LLC (“Assignor”) and Neighborly Assetco LLC (“Assignee”). Assignor and Assignee are referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, Assignor is the record owner of the United States trademark registrations and trademark applications identified in the attached Schedule A (the “Trademarks”);

WHEREAS, pursuant to that certain Distribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks, and the Parties wish to record such assignment;

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

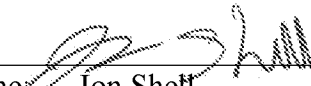
1. Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor’s entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor’s respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

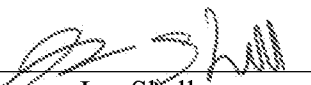
ASSIGNOR:

NBLY Co Ops CO SPV LLC,
a Delaware limited liability company

By:  _____
Name: Jon Shell
Title: Treasurer

ASSIGNEE:

Neighborly Assetco LLC,
a Delaware limited liability company

By:  _____
Name: Jon Shell
Title: Treasurer

Signature Page to Trademark Assignment (NBLY Co Ops Co)

Schedule A

Trademarks

Trademark	Application No.	App. Date	Registration No.	Registration Date	Country/Jurisdiction	Goods/Services	Status
DIG BOSS DIG BOSS	86433133	October 23, 2014	5124803	January 17, 2017	United States (Federal)	Int'l Class: 37 (Int'l Class: 37) Excavation services; plumbing services	Registered