

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ashbrook Commerce Solutions LLC		05/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Spresso, LLC		
Street Address:	50 Hudson Yards		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97287515	SPRESSO	
Serial Number:	97481796	S	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, vsantos@orrick.com, amosley@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	35619.26		
NAME OF SUBMITTER:	Asheli Mosley		
SIGNATURE:	/Asheli Mosley/		
DATE SIGNED:	05/05/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of May 1, 2023 (the “Effective Date”), is entered into by and between Ashbrook Commerce Solutions LLC, a Delaware limited liability company (“Assignor”) and Spresso, LLC, a Delaware limited liability company (“Assignee”).

RECITALS:

WHEREAS, Assignor is the owner of the trademark applications and registrations identified on Schedule A to this Assignment (collectively, the “Trademarks”);

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 5, 2023, by and between Boxed, Inc. (“Seller”) and Spresso, LLC (the “Purchase Agreement”), Seller has agreed to cause Assignor, a Subsidiary of Seller, to assign the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor’s right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, including (without limitation) the right to sue for all past, present and future infringement and dilution thereof and to settle and retain proceeds from any such actions.
2. Cooperation. This Agreement has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate Governmental Authority and Assignor hereby authorizes the Commissioner for Patents 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 Agreement upon request by Assignee. Assignor agrees to execute and deliver to Assignee, at Assignee’s sole cost and expense, such further assignments and related documents with respect to the Trademarks, as Assignee shall reasonably request to vest the title to the Trademarks in the name of the Assignee.
3. General Provisions. Capitalized terms used herein but not defined herein shall have the respective meanings set forth in the Purchase Agreement. This Agreement along with its Schedule, together with the Purchase Agreement (including the Exhibits and Schedules thereto) and the Confidentiality Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect to the subject matter hereto. This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns, including any liquidating trustee, responsible Person or similar representative for Seller appointed in connection with the Bankruptcy Cases, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall

control. This Agreement (including the Schedule hereto) may not be amended, supplemented or modified except by an instrument in writing specifically designated as an amendment hereto and signed by each of the parties hereto. Any failure to assert, or delay in the assertion of, rights under this Agreement, or to require the performance of any provision under this Agreement, shall not constitute a waiver of those rights, and no single or partial exercise of any rights under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The parties hereto agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provisions. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

4. Governing Law; Jurisdiction. This Agreement and all actions relating to, arising out of, or in connection with this Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to contracts executed in and to be performed in that state. Each Party hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect to any Action of any kind or description, whether in law or in equity whether in contract or in tort or otherwise, directly or indirectly, arising out of or relating to this Agreement, the Acquisition or any transaction contemplated hereby or thereby.

5. Notices. All notices and other communications to be given under the terms of this Agreement or which any of the parties desire to give hereunder shall be in writing and shall be made in accordance with Section 10.04 (Notices) of the Purchase Agreement.

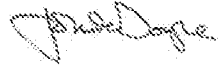
6. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic means (including portable document format) shall be as effective as delivery of a manually executed counterpart of this Agreement.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

SPRESSO, LLC



By: _____

Name: John Doyle

Title: Authorized Signatory

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.




SPRESSO, LLC

By: _____
Name:
Title:

ASHBROOK COMMERCE SOLUTIONS LLC

By: Mark Zimowski
Name: Mark Zimowski
Title: Chief Financial Officer

SCHEDULE A
Trademarks

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
	U.S.	Filed	97287515	2/28/2022		
	U.S.	Filed	97481796	6/29/2022		
	Intl Registration – Madrid Protocol Only ¹	Pending	A0129707	11/17/2022		
SPRESSO	Cambodia	Registered	1701469	8/16/2022	1701469	8/16/2022
SPRESSO	India	Registered	1701469	8/16/2022	1701469	8/16/2022
SPRESSO	Intl Registration – Madrid Protocol Only	Registered	A0126312	8/16/2022	1701469	8/16/2022
SPRESSO	Japan	Registered	1701469	8/16/2022	1701469	8/16/2022
SPRESSO	Malaysia	Registered	1701469	8/16/2022	1701469	8/16/2022
SPRESSO	Thailand	Registered	1701469	8/16/2022	1701469	8/16/2022
SPRESSO	Vietnam	Registered	1701469	8/16/2022	1701469	8/16/2022

¹ Designated countries to be activated when the application registers: Cambodia, India, Japan, Malaysia, Thailand, Vietnam.