

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/30/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bonk Breaker, LLC		06/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RR-BonkBreaker LLC		
Street Address:	3435 Thousand Oaks Boulevard		
Internal Address:	Suite 4456		
City:	Thousand Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4205940	BONK BREAKER	
Registration Number:	5625103	REAL FOOD REAL FUEL REAL FLAVOR	
CORRESPONDENCE DATA			
Fax Number:	4048927056		
<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:	212-218-5500		
Email:	tmatlanta@seyfarth.com		
Correspondent Name:	Joseph V. Myers III		
Address Line 1:	1075 PEACHTREE ST NE, STE 2500		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	112121-000006		
NAME OF SUBMITTER:	John C. Heinbockel		
SIGNATURE:	/John C. Heinbockel/		
DATE SIGNED:	06/08/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”) is made by Bonk Breaker, LLC, a Delaware limited liability company (“**Assignor**”), in favor of RR-BonkBreaker LLC, a Delaware limited liability company (“**Assignee**”) and the transferee of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignee and Assignor dated as of August 30, 2021 (the “**APA**”).

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

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has heretofore transferred and assigned to Assignee effective as of August 30, 2021, and hereby transfers and assigns to Assignee *nunc pro tunc* as of August 30, 2021, all of Assignor’s right, title, and interest in and to the following (the “**Assigned Trademarks**”):

- a) the trademark registrations set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c) 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
- d) 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. Assignor 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 Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the IP Assignment. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Assignment and the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the IP Assignment or the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency, the terms of the IP Assignment shall govern.

4. Counterparts. This Trademark 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 Trademark Assignment delivered by facsimile, 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.

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

6. Governing Law. This Trademark 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 laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Signatures on following page

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment *nunc pro tunc* as of August 30, 2021.

Bonk Breaker, LLC.

By: Jason Winn
Jason Winn, LLC, 2023.06.08.09:01

Name: Jason Winn

Title: Founder and President

Date: June 8, 2023

AGREED TO AND ACCEPTED:

RR-BonkBreaker LLC

By: E McDowell Tillman
E McDowell Tillman, LLC, 2023.06.08.09:01

Name: E McDowell Tillman

Title: Chief Executive Officer

Date: June 8, 2023

SCHEDULE A

ASSIGNED TRADEMARK REGISTRATIONS

Mark Name	Jurisdiction	Filing Date	Reg. Number	Reg. Date
BONK BREAKER	United States	02/09/2012	4205940	09/11/2012
BONK BREAKER	United Kingdom	08/22/2014	UK00801227039	08/22/2014
BONK BREAKER	Canada	08/22/2014	TMA923860	12/17/2015
BONK BREAKER	WIPO	08/22/2014	1227039	08/22/2014
BONK BREAKER	Australia	08/22/2014	1227039	08/22/2014
BONK BREAKER	EU	08/22/2014	1227039	08/22/2014
BONK BREAKER	Mexico	08/22/2014	1227039	08/22/2014
BONK BREAKER	Norway	08/22/2014	1227039	08/22/2014
BONK BREAKER	South Africa	08/25/2014	2014/22516	
REAL FOOD REAL FUEL REAL FLAVOR	United States	04/05/2017	5625103	12/11/2018










Draft Trademark Assignment Agreement (APA - BB to RR)(86623169.1)

Final Audit Report

2023-06-08

Created:	2023-06-08
By:	marie Broderick (marie@aletenutrition.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeYkaKGEaLxrijmMroaQJ1MOy1SWo5e4oc

"Draft Trademark Assignment Agreement (APA - BB to RR)(86623169.1)" History

-  Document created by marie Broderick (marie@aletenutrition.com)
2023-06-08 - 5:29:02 PM GMT
-  Document emailed to Jason Winn (jason@bonkbreaker.com) for signature
2023-06-08 - 5:29:25 PM GMT
-  Email viewed by Jason Winn (jason@bonkbreaker.com)
2023-06-08 - 5:31:45 PM GMT
-  Document e-signed by Jason Winn (jason@bonkbreaker.com)
Signature Date: 2023-06-08 - 5:32:14 PM GMT - Time Source: server
-  Document emailed to mac@aletenutrition.com for signature
2023-06-08 - 5:32:16 PM GMT
-  Email viewed by mac@aletenutrition.com
2023-06-08 - 8:34:22 PM GMT
-  Signer mac@aletenutrition.com entered name at signing as E McDowell (Mac) Tillman
2023-06-08 - 8:35:20 PM GMT
-  Document e-signed by E McDowell (Mac) Tillman (mac@aletenutrition.com)
Signature Date: 2023-06-08 - 8:35:22 PM GMT - Time Source: server
-  Agreement completed.
2023-06-08 - 8:35:22 PM GMT