

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM810668

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	12/23/2020
<b>RESUBMIT DOCUMENT ID:</b>	900765413

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rancher Labs, LLC		03/10/2023	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SUSE LLC
<b>Street Address:</b>	1221 S Valley Grove Way #500
<b>City:</b>	Pleasant Grove
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84062
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	5884218	SUBMARINER
<b>Registration Number:</b>	5884217	RIO
<b>Registration Number:</b>	5884214	LONGHORN
<b>Registration Number:</b>	5039864	
<b>Registration Number:</b>	5039863	RANCHER

## CORRESPONDENCE DATA

Fax Number: 8014153500

*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: (801)415-3000

Email: djp.ipmail@dentons.com

Correspondent Name: Sarah W. Matthews, DENTONS

Address Line 1: 3301 N. Thanksgiving Way, Suite 400

Address Line 4: Lehi, UTAH 84043

<b>ATTORNEY DOCKET NUMBER:</b>	57437-1620US
<b>NAME OF SUBMITTER:</b>	Sarah W. Matthews
<b>SIGNATURE:</b>	/Sarah W Matthews/

<b>DATE SIGNED:</b>	05/16/2023
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**Total Attachments: 4**  
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## NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), is made by Rancher Labs, LLC, a Delaware limited liability company (“**Seller**”), in favor of SUSE LLC, a Massachusetts limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of December 23, 2020 (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 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, Seller agrees that Seller irrevocably conveyed, transferred, and assigned to Buyer, nunc pro tunc effective as of December 23, 2020, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever 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;

(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. 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 Trademark Assignment upon request by Buyer. Following the date hereof, 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement 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 Trademark Assignment.

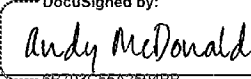
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 Trademark 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

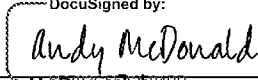
IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment.

Rancher Labs, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Andy McDonald  
Title: Director  
Dated: 10-Mar-2023 | 8:55 AM GMT

AGREED TO AND ACCEPTED:

SUSE, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Andy McDonald  
Title: Director  
Dated: 10-Mar-2023 | 8:55 AM GMT

**SCHEDULE 1****Assigned Trademarks**

## Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
SUBMARINER	US	5884218	October 15, 2019
RIO	US	5884217	October 15, 2019
LONGHORN	US	5884214	October 15, 2019
Bull Logo 	US	5039864	September 13, 2016
RANCHER	US	5039863	September 13, 2016
Bull logo 	WO	1423855	July 23, 2018
RANCHER	WO	1423314	July 23, 2018
SUBMARINER	WO	1492757	September 9, 2019
LONGHORN	WO	1492762	September 9, 2019
RIO	WO	1492797	September 9, 2019