

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Erik Brunetti		11/02/2023	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	EREBUS NYX LLC		
Street Address:	1700 Sullivan Trail		
Internal Address:	Suite 7-157		
City:	Easton		
State/Country:	PENNSYLVANIA		
Postal Code:	18040		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5934763	FUCT	
CORRESPONDENCE DATA			
Fax Number:	6107976663		
<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:	6107979000		
Email:	epillitteri@flblaw.com		
Correspondent Name:	Elyse C. Pillitteri		
Address Line 1:	645 West Hamilton Street		
Address Line 2:	Suite 800		
Address Line 4:	Allentown, PENNSYLVANIA 18101		
NAME OF SUBMITTER:	Elyse C. Pillitteri		
SIGNATURE:	/Elyse C. Pillitteri/		
DATE SIGNED:	11/08/2023		
Total Attachments: 3			
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OP \$40.00 5934763

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”), dated as of November 2, 2023, is made by **ERIK BRUNETTI** (“**Assignor**”), an adult individual, in favor of **EREBUS NYX LLC** (“**Assignee**”), a Pennsylvania limited liability company.

1. Assignment. In exchange for Assignee execution and delivery of that certain Promissory Note, dated of even date herewith, made by Assignee in favor of Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby irrevocably conveys, transfers, and assigns to Assignee, all of Assignor’s right, title, and interest in and to the following:

(a) U.S. Trademark Registration No. 5934763 for the word mark FUCT in International Class 25 and all issuances, extensions, and renewals thereof, and all common law trademark rights associated with the use of FUCT in word, stylized and/or design form (the “**Assigned Trademark**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(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 to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, 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 Trademark to Assignee, or any assignee or successor thereto.

3. 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.

4. 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.

5. 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 Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

Erik Brunetti
ERIK BRUNETTI

COMMONWEALTH OF PENNSYLVANIA :

: ss:

COUNTY OF Northampton :

On this the 3rd day of November, 2023, before me, the subscriber, a duly authorized Notary Public, personally appeared ERIK BRUNETTI, an adult individual, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary

Notary Public

My Commission Expires: 4/21/2025

Commonwealth of Pennsylvania - Notary Seal
Nicole Ann Dawkins, Notary Public
Northampton County
My commission expires April 21, 2025
Commission number 1266826
Member, Pennsylvania Association of Notaries