

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carbon 38, Inc.		01/11/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BC Brands, LLC		
Street Address:	38 E. 29th Street, Floor 5		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97264127	CARBON38	
Registration Number:	6250790	CLOUD COMPRESSION	
Registration Number:	6494544	DIAMOND COMPRESSION	
Registration Number:	5874640	TEAM38	
Registration Number:	4764407	CARBON38	
Registration Number:	4592570	CARBON38	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3025716749		
Email:	dmcole@ycst.com		
Correspondent Name:	Daniel M. Cole, Esq.		
Address Line 1:	1000 North King Street		
Address Line 2:	Young Conaway Stargatt & Taylor		
Address Line 4:	Wilmington, DELAWARE 19801		
NAME OF SUBMITTER:	Daniel M. Cole		
SIGNATURE:	/s/Daniel M. Cole		
DATE SIGNED:	01/12/2024		

OP \$165.00 97264127

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 11th day of January, 2024, by and between Carbon 38, Inc., a Delaware corporation ("Assignor"), and BC Brands, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee have executed and delivered an Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignee will purchase the Purchased Assets of Assignor, including Intellectual Property Assets and associated goodwill, which includes the United States registered trademarks listed on Schedule A hereto (the "Transferred Marks") and the goodwill associated therewith.

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

1. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee, all right, title, and interest of Assignor in and to the Transferred Marks, together with the goodwill of the business in connection with which the Transferred Marks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors or assigns, and any other rights, privileges, claims, and causes of action relating or pertaining to the Transferred Marks.

2. Further Assurances. Assignor shall, without further consideration, comply with any reasonable request by Assignee to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the United States Patent and Trademark Office; agreed amendments to Schedule A to correct any inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Transferred Marks; and any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required in connection with: (a) Assignee's ownership of any of the Transferred Marks; and (b) obtaining any additional protection for the Transferred Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, in each case at Assignee's cost and expense; provided, however, that any such obligations shall not extend beyond the later of (x) the expiration of the term of the Transition Services Agreement and (y) March 1, 2024.

3. Asset Purchase Agreement. Notwithstanding anything to the contrary in this Assignment, nothing contained herein shall supersede, amend, modify, waive or affect the provisions, including the representations, warranties, covenants, agreements or any of the rights and obligation of Assignor and Assignee, set forth in the Asset Purchase Agreement. This Agreement is subject to, and governed entirely in accordance with, the terms of the Asset Purchase Agreement.

4. No Use of Transferred Marks by Assignor. Assignor, for itself and on behalf of Assignor's respective successors and assigns, covenant not to use, apply for, or register any of the Transferred Marks or use, apply for, or register any or any variation of the Transferred Marks word, design, domain name, or logo similar to or confusingly similar with the Transferred Marks, for any purpose in the United States.

5. No Third Party Beneficiaries. This Agreement is not intended to, and shall not, confer upon any other person except the parties hereto any rights or remedies hereunder.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed and original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic submission (e.g., .pdf) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required.

7. Governing Law.

(a) This Agreement will be governed by and construed in accordance with the internal laws of 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).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE INSTITUTED IN THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN NEW CASTLE COUNTY, STATE OF DELAWARE. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF

OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6(c).

Signature Page Follows

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement the day and year first above written.

ASSIGNEE:

BC Brands, LLC

By: Kate M Nadolny
Name: Kate M. Nadolny
Title: Chief Executive Officer

ASSIGNOR:

Carbon 38, Inc.

By: _____
Name: Michael Silverstein
Title: President

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement the day and year first above written.

ASSIGNEE:

BC Brands, LLC

By: _____
Name: Kate M Nadolny
Title: Chief Executive Officer

ASSIGNOR:

Carbon 38, Inc.

By: _____
DocuSigned by:
Michael Silverstein
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Name: Michael Silverstein
Title: President

Schedule A

Trademarks

Mark	Jurisdiction	Status	Application Number	Registration Number	Application Date	Registration Date	Owner
CARBO N38	United States	Pending	97264127		11-FEB-2022		Seller
CLOUD COMPRESSION	United States	Registered	90018929	6250790	24-JUN-2020	19-JAN-2021	Seller
DIAMOND COMPRESSION	United States	Registered	90018995	6494544	24-JUN-2020	21-SEP-2021	Seller
TEAM38	United States	Registered	87151061	5874640	25-AUG-2016	01-OCT-2019	Seller
CARBO N38	United States	Registered	86450840	4764407	11-NOV-2014	30-JUN-2015	Seller
CARBO N38	United States	Registered	86169310	4592570	18-JAN-2014	26-AUG-2014	Seller
CARBO N38	United Kingdom	Registered	UK00913915723	UK00913915723	07-APR-2015	29-SEP-2015	Seller
CARBO N38	European Union	Registered	013915723	013915723	07-APR-2015	29-SEP-2015	Seller

CARBO N38	United Arab Emirates	Registered	236884	236884	08-JUL- 2015	07-DEC- 2015	Seller
CARBO N38	United Arab Emirates	Registered	236883	236883	08-JUL- 2015	07-DEC- 2015	Seller
CARBO N38	Hong Kong	Registered	303364993	303364993	08-APR- 2015	17-NOV- 2015	Seller
CARBO N38	Singapore	Registered	402016137 33V	4020161373 3V	23-AUG- 2016	22-DEC- 2016	Seller
CARBO N38	Australia	Registered	1687330	1687330	15-APR- 2015	15-JAN- 2016	Seller