

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM873138

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bridgewell Resources LLC		01/26/2024	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bridgewell Resources Group LLC		
<b>Street Address:</b>	2 Centerpointe Dr.		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Lake Oswego		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97035		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4702056	B	
<b>Registration Number:</b>	5175418	B	
<b>Registration Number:</b>	5777319	B	
<b>Registration Number:</b>	5777317	BRIDGEWELL	
<b>Registration Number:</b>	5180015	BRIDGEWELL	
<b>Registration Number:</b>	5835887	BRIDGEWELL HARDWOODS	
<b>Registration Number:</b>	4702055	BRIDGEWELL MATS	
<b>Registration Number:</b>	4287729	BRIDGEWELL RESOURCES	
<b>Registration Number:</b>	5166422	BRIDGEWELL RESOURCES	
<b>Registration Number:</b>	5155406	BRIDGEWELL NATURALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	mrussell@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	Mark Russell		

OP \$265.00 4702056

<b>Address Line 4:</b>	Atlanta, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	25764.018002
<b>NAME OF SUBMITTER:</b>	Mark Russell
<b>SIGNATURE:</b>	/Mark Russell/
<b>DATE SIGNED:</b>	02/01/2024
<b>Total Attachments: 5</b> source=Trademark Assignment (Bridgewell) (Executed)#page1.tif source=Trademark Assignment (Bridgewell) (Executed)#page2.tif source=Trademark Assignment (Bridgewell) (Executed)#page3.tif source=Trademark Assignment (Bridgewell) (Executed)#page4.tif source=Trademark Assignment (Bridgewell) (Executed)#page5.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 26, 2024 (the "Effective Date"), is made by Bridgewell Resources LLC, an Oregon limited liability company ("Assignor") in favor of Bridgewell Resources Group LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee may be referred to herein collectively as the "Parties" or individually as a "Party".

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the trademark registrations and trademark applications as set forth on Schedule A hereto (collectively, the "Assigned Trademarks"), and all goodwill related thereto; and

**WHEREAS**, under the terms of a certain IP Distribution Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, including the Assigned Trademarks and the goodwill associated therewith, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment. Effective as of 12:04 AM Eastern Time on the Effective Date (the "Effective Time"), Assignor hereby irrevocably conveys, transfers and assigns to the Assignee, and the Assignee hereby accepts, any and all right, title and interest of Assignor in and to:

(a) the Assigned Trademarks and all issuances, extensions, and renewals thereof, 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 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 Action. 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, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any subsequent assignee or successor thereto.

3. IP Distribution Agreement. The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Distribution 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. In the event of any conflict or inconsistency between the terms of the IP Distribution Agreement and the terms hereof, the terms of the IP Distribution 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.

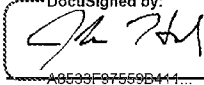
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance 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**, the Parties hereto have duly executed this Agreement as of the date first written above to be effective as of the Effective Time.

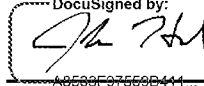
**ASSIGNOR:**

BRIDGEWELL RESOURCES LLC,  
an Oregon limited liability company




By:   
Name: John Haggerty  
Title: Chief Executive Officer


**ASSIGNEE:**

BRIDGEWELL RESOURCES GROUP LLC,  
a Delaware limited liability company

By:   
Name: John Haggerty  
Title: Chief Executive Officer

**SCHEDULE A**  
**ASSIGNED TRADEMARKS**

Trademark / Service Mark	Registration Number and Issue Date	Jurisdiction
B Logo & Design 	4,702,056 Mar-17-2015	United States of America
B Logo & Design 	5,175,418 Apr-04-2017	United States of America
B Logo & Design 	5,777,319 Jun-11-2019	United States of America
BRIDGEWELL	5,777,317 Jun-11-2019	United States of America
BRIDGEWELL	5,180,015 Apr-11-2017	United States of America
BRIDGEWELL HARDWOODS	5,835,887 Aug-13-2019	United States of America
BRIDGEWELL MATS	4,702,055 Mar-17-2015	United States of America

BRIDGEWELL RESOURCES	4,287,729 Feb-12-2013	United States of America
BRIDGEWELL RESOURCES	5,166,422 Mar-21-2017	United States of America
BRIDGEWELL NATURALS & DESIGN   BRIDGEWELL NATURALS	5,155,406 Mar-07-2017	United States of America