

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI9698

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boxed, LLC		08/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MSG Distributors Inc.		
Street Address:	10 Dubon Ct		
Internal Address:	Suite 2		
City:	Farmingdale		
State/Country:	NEW YORK		
Postal Code:	11735		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5286365	BOXED	
Registration Number:	5708891	BOXED	
Registration Number:	5633548	BOXED IQ	
Registration Number:	5897936	BOXED UP	
Registration Number:	5365550	BULK MADE BEAUTIFUL	
Registration Number:	5530614	DON'T RUN OUT	
Registration Number:	6639405	PRINCE & SPRING	
Registration Number:	5261742	THE PRODUCTS YOU LOVE IN BULK, DELIVERED TO YOUR DOOR	
Registration Number:	5500765	B	
Registration Number:	5628575	B	
Registration Number:	5500708	BOXED	
Registration Number:	5214708	BOXED	
Registration Number:	5645417	UP	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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>			
		TRADEMARK	

OP \$340.00.00 87399409

Phone: 6176468000
Email: tmassignments@wolfgreenfield.com
Correspondent Name: Douglas R. Wolf
Address Line 1: 600 Atlantic Avenue
Address Line 2: Wolf, Greenfield & Sacks, P.C.
Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER: G0929.20007US00

NAME OF SUBMITTER: Gretchen Elder

SIGNATURE: Gretchen Elder

DATE SIGNED: 02/07/2024

Total Attachments: 11

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (including all Exhibits hereto, this “*Agreement*”) is made as of the 14th day of August, 2023 (the “*Effective Date*”), by and between Boxed, Inc., a Delaware corporation, and its Affiliates Boxed, LLC, Jubilant LLC, Ashbrook Commerce Solutions, LLC, and Boxed Max LLC (collectively, “*Sellers*”), and MSG Distributors Inc., a New York corporation (“*Buyer*”).

WHEREAS, Sellers are the owners of the trademarks and trademark rights as specified on Exhibit A (such trademarks and trademark applications, collectively, the “*Transferred Trademarks*”) and all goodwill associated therewith;

WHEREAS, Sellers and Buyer have entered into that certain Asset Purchase Agreement dated July 6, 2023 (the “*APA*”), pursuant to which, on the Closing Date, Sellers shall sell to Buyer, and Buyer shall purchase from Sellers, the Acquired Assets in accordance with the terms and subject to the conditions contained therein;

WHEREAS, the Acquired Assets include the Transferred Trademarks, and this Agreement is being executed and delivered by the Parties at the Closing and pursuant to Sections 4.2 and 4.3 of the APA;

WHEREAS, unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the APA.

NOW THEREFORE, Sellers and Buyer hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Transferred Trademarks Grant. Sellers hereby assign, transfer and set over unto Buyer, its successors and assigns, any and all of the applicable Sellers’ entire right, title and interest in and to the Transferred Trademarks, the goodwill of the business symbolized by and associated with the Transferred Trademarks, together with all rights and powers arising or accrued therefrom including, without limitation, all common law rights with respect thereto, all rights therein provided by international conventions and treaties, the right to sue for, to claim and to recover for all past, present and future infringement or dilution of or damage or injury to the Transferred Trademarks or the goodwill attached to and/or symbolized thereby. For the avoidance of doubt, the rights and obligations granted pursuant to this Agreement are subject to the non-exclusive license in Section 5.10(b) of that certain Asset Purchase Agreement dated April 5, 2023, by and between Boxed, Inc. and Spresso, LLC, whereby Boxed, Inc. granted to Spresso, LLC, a limited nonexclusive right and license to use the Transferred Trademarks, but only in connection with certain of the purchased assets for a period of six (6) months, after which time Spresso, LLC is to use reasonable efforts to cease and discontinue such use and to remove any Transferred Trademarks from the purchased assets.
2. Consideration. Full and sufficient consideration of the Transferred Trademarks has been paid by Buyer pursuant to the APA and is hereby acknowledged by Sellers.

3. Recordation and Further Actions. Sellers hereby authorize and request the applicable registration authority to transfer the Transferred Trademarks from the Sellers to the Buyer. Sellers hereby agree to take such steps and actions, and provide such cooperation and assistance to Buyer (and its successors, assigns and legal representatives) and take all other actions including, without limitation, the execution, delivery and filing of all applications, deeds of assignments, instruments, and other documents, as reasonably requested by Buyer (and its successors and assigns) in order to permit Buyer to evidence the Agreement to Buyer (and its successors and assigns) or otherwise to protect Buyer's ownership of all right, title, and interests in and to the Transferred Trademarks. Sellers for themselves and on behalf of each of their respective affiliates, as necessary, hereby irrevocably appoint Buyer as Sellers' attorney-in-fact which appointment is coupled with an interest ("Attorney-In-Fact") to stand in Sellers' place and stead in all respects regarding the Transferred Trademarks, as Buyer, in its sole discretion, determines to be necessary or appropriate. All costs associated with the foregoing shall be borne by Buyer, provided that Sellers agree to reasonably cooperate with Buyer in connection therewith.

4. Representations and Warranties of Sellers. Sellers represent and warrant to Buyer that the statements contained in this Section 4 are true and correct as of the date hereof and do not contain any untrue statement of material fact or omit any material fact necessary to make the statements contained in this Section 4 not misleading under the circumstances under which they were made.

(a) Authority of Sellers; Enforceability. Sellers have the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Sellers have been duly authorized by all necessary organizational action of Sellers, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Sellers, enforceable against Sellers in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Sellers of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Sellers, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject, or (iv) result in the creation or imposition of any encumbrances on the Transferred Trademarks. No consent, approval, waiver, or authorization (other than the Sale Order) is required to be obtained by Sellers from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Sellers of this Agreement, or to enable Buyer to register, own, and use the Transferred Trademarks.

(c) **Ownership; Registrations and Applications.** The registered Transferred Trademarks included in the Acquired Assets are subsisting in full force and effect, valid and enforceable. Sellers own and possess, free and clear of all Encumbrances (other than the Permitted Encumbrances), all right, title, and interest in and to, or, in the case of Online Properties, a valid contractual interest in, the Intellectual Property included in the Acquired Assets, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Exhibit A contains a correct, current and complete list of Transferred Trademarks, and Sellers have taken necessary steps to maintain and enforce the Transferred Trademarks.

(d) **Non-infringement.** To Sellers' Knowledge, no third party is infringing the Transferred Trademarks in a material manner.

(e) **Legal Actions.** As of the Effective Date, there is no litigation pending, or to Seller's knowledge threatened, including litigation that is subject to a stay due to the Bankruptcy Case, against the Seller alleging that any of the Transferred Trademarks infringes the intellectual property rights of any third party.

(f) **No Other Representations or Warranties.** Except for the representations and warranties contained in this Section 4 and in the APA, Sellers have not made and make no other express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade, or otherwise, including with respect to the ownership, registration, validity, enforcement, or use of the Transferred Trademarks, all of which are expressly disclaimed.

5. **Representations and Warranties of Buyer.** Buyer represents and warrants to Sellers that the statements contained in this Section 5 are true and correct as of the date hereof and do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained in this Section 5 not misleading under the circumstances under which they were made.

(a) **Authority of Buyer; Enforceability.** Buyer has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary organizational action of Buyer, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms and conditions.

(b) **No Conflicts; Consents.** The execution, delivery, and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Buyer, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, or (iii) conflict with, or result in (with or

without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement is subject. No consent, approval, waiver, or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Buyer of this Agreement.

6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws (both substantive and procedural) of the State of Delaware, without giving effect to any choice of law provisions that may direct the application of the laws of another jurisdiction. Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Agreement may be brought against any of the Parties in the state and federal courts located in the State of Delaware, and each of the Parties consents to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

7. Successors and Assigns. The rights of each Party under this Agreement are not assignable without the written consent of the other Parties. Notwithstanding the foregoing, Buyer may assign this Agreement, in whole or in part, to one or more of its Affiliates or subsidiaries, to any purchaser of Buyer or to any purchaser of any of its material assets, and as security for the account of any lender providing financing (or any refinancing thereof) to Buyer or its Affiliates for the purpose of securing such financing (or any refinancing thereof). The Agreement is binding and inures to the benefit of the Parties and their successors and permitted assigns.

8. No Third-Party Beneficiaries. There are no intended third party beneficiaries to this Agreement. Nothing in this Agreement, expressed or implied, is intended or will be construed to give any person or entity other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

9. No Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10. Entire Agreement and Modification. The APA and this Agreement contain the entire understanding of the Parties with respect to the subject matter contained in the APA and this Agreement and supersede all prior written or oral agreements, understandings or letters of intent between the Parties. This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the Parties.

11. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

12. Section Headings; Construction. The headings of Articles and Sections in this Agreement and the headings in the Exhibits attached hereto are provided for convenience only and shall not affect its construction or interpretation. With respect to any reference made in this Agreement to a Section (or Article, clause or preamble), or Exhibit, such reference shall be to the corresponding section (or article, clause or preamble) of, or the corresponding to, this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words “including”, “include” and “includes” do not limit the preceding words or terms and any list of words or terms following the words “including”, “include” and “includes” is not an exhaustive list. Any reference to a specific “day” or to a period of time designated in “days” shall mean a calendar day or period of calendar days. The use of “or” is not intended to be exclusive unless expressly indicated otherwise. The Parties hereto acknowledge and agree that (a) each Party and its counsel have reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision, (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement and (c) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto, regardless of which Party was generally responsible for the preparation of this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile or portable document format (PDF)), each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. A signed copy of this Agreement 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 Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Sellers and Buyer have executed and delivered this Agreement as of the Effective Date.

SELLERS:

Boxed, Inc.

DocuSigned by:
By: Kevin Martin
Name: Kevin Martin
Title: Co-CRO

Boxed, LLC

DocuSigned by:
By: Kevin Martin
Name: Kevin Martin
Title: Co-CRO

Jubilant LLC

DocuSigned by:
By: Kevin Martin
Name: Kevin Martin
Title: Co-CRO


Ashbrook Commerce Solutions LLC

DocuSigned by:
By: Kevin Martin
Name: Kevin Martin
Title: Co-CRO

Boxed Max LLC

DocuSigned by:
By: Kevin Martin
Name: Kevin Martin
Title: Co-CRO

BUYER:
MSG Distributors Inc.

By: 
Name: MARK GADAVET
Title: President





[Signature Page to Trademark Assignment Agreement]


TRADEMARK
REEL: 008339 FRAME: 0609

**EXHIBIT A
TRANSFERRED TRADEMARKS**

Mark	Country	Legal Owner	Status	Classes	Application No. Filing Date	Registration No. Registration Date
CHILL SEEKERS ONLY	United States	Jubilant LLC	Registered	032	87/407,001 11-Apr-17	5,476,873 22-May-18
FRUITMOJIS	United States	Jubilant LLC	Allowed (ITU)	029	87/440,039 8-May-17	n/a
PRINCE & SPRING	China	Jubilant LLC	Registered	020, 029, 030, 031	27150710 30-Oct-17	27150710 21-Dec-18
PRINCE & SPRING	United States	Jubilant LLC	Registered	008, 016, 021	86/580,814 30-Mar-15	5,781,863 18-Jun-19
PRINCE & SPRING SUPREME	United States	Jubilant LLC	Registered	009	86/854,183 18-Dec-15	5,307,241 10-Oct-17
STELLAR SELTZER	United States	Jubilant LLC	Registered	032	88/280,411 29-Jan-19	6,038,173 21-Apr-20
BOXED	Canada	Boxed, LLC	Pending	009, 035	1940618 14-Jan-19	n/a
BOXED	China	Boxed, LLC	Registered	035	26856824 13-Oct-17	26856824 21-Oct-18
BOXED	European Union (Madrid)	Boxed, LLC	Registered	009, 035	1424934 27-Jul-18	1424934 27-Jul-18
BOXED	Indonesia (Madrid)	Boxed, LLC	Registered	009, 035	1424934 27-Jul-18	1424934 27-Jul-18
BOXED	Madrid Protocol (International)	Boxed, LLC	Registered	009, 035	A0077816 27-Jul-18	1424934 27-Jul-18

BOXED	Japan (Madrid)	Boxed, LLC	Registered	009	1424934 27-Jul-18	1424934 27-Jul-18
BOXED	Korea (Madrid)	Boxed, LLC	Registered	009, 035	1424934 27-Jul-18	1424934 27-Jul-18
BOXED	Laos (Madrid)	Boxed, LLC	Pending	009, 035	1424934 27-Jul-18	n/a
BOXED	Malaysia	Boxed, LLC	Registered	009	2018067475 28-Aug-18	2018067475 17-Jul-19
BOXED	Malaysia	Boxed, LLC	Registered	035	2018067474 28-Aug-18	2018067474 17-Jul-19
BOXED	Mexico (Madrid)	Boxed, LLC	Registered	009	1424934 27-Jul-18	2052356 27-Jul-18
BOXED	Mexico (Madrid)	Boxed, LLC	Registered	035	1424934 27-Jul-18	2052357 27-Jul-18
BOXED	Singapore (Madrid)	Boxed, LLC	Registered	009, 035	1424934 27-Jul-18	40201819555R 27-Jul-18
BOXED	United Kingdom (Madrid)	Boxed, LLC	Registered	009, 035	1424934 27-Jul-18	00811424934 27-Jul-18
BOXED	United States	Boxed, LLC	Registered	035	87/399,409 5-Apr-17	5,286,365 12-Sep-17
BOXED	United States	Boxed, LLC	Registered	009, 035	88/044,113 19-Jul-18	5,708,891 26-Mar-19
BOXED	Vietnam (Madrid)	Boxed, LLC	Registered	009, 035	1424934 27-Jul-18	1424934 27-Jul-18
BOXED IQ	United States	Boxed, LLC	Registered	042	87/374,188 16-Mar-17	5,633,548 18-Dec-18
BOXED UP	United States	Boxed, LLC	Registered	035	87/797,486 14-Feb-18	5,897,936 29-10-19

BULK IS BEAUTIFUL	United States	Boxed, LLC	Registered	035	86/923,561 29-Feb-16	5,365,551 26-Dec-17
BULK MADE BEAUTIFUL	United States	Boxed, LLC	Registered	035	86/923,525 29-Feb-16	5,365,550 26-Dec-17
DON'T RUN OUT	United States	Boxed, LLC	Registered	035	86/783,617 9-Oct-15	5,530,614 31-Jul-18
PRINCE & SPRING	United States	Boxed, LLC	Registered	003, 005, 008, 016, 021, 029, 030, 031, 032	87/319,150 31-Jan-17	6,639,405 8-Feb-22
THE PRODUCTS YOU LOVE IN BULK, DELIVERED TO YOUR DOOR	United States	Boxed, LLC	Registered	035	86/783,633 9-Oct-15	5,261,742 8-Aug-17
THE PRODUCTS YOU LOVE IN BULK, FOR THE SMALLEST PRICES	United States	Boxed, LLC	Registered	035	86/783,647 9-Oct-15	5,261,743 8-Aug-17
	United States	Boxed, LLC	Registered	009, 035	87/484,103 12-Jun-17	5,500,765 26-Jun-18
	United States	Boxed, LLC	Registered	042	87/374,221 16-Mar-17	5,628,575 11-Dec-18
	United States	Boxed, LLC	Registered	009, 035	87/475,305 5-Jun-17	5,500,708 26-Jun-18
	United States	Boxed, LLC	Registered	035	86/783,677 9-Oct-15	5,214,708 30-May-17

	United States	Boxed, LLC	Registered	035	87/864,681 5-Apr-18	5,645,417 1-Jan-19
BOXED MARKET	United States	Boxed Max LLC	Pending (ITU)	035	97/397,966 6-May-22	n/a

Unregistered Trademark Rights

MAXDELIVERY

URBAN FETCH

