

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM150344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zeus Company LLC	FORMERLY Zeus Company Inc.	02/27/2024	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	Galaxy NewCo Inc.		
Street Address:	3740 Industrial Boulevard		
City:	Orangeburg		
State/Country:	SOUTH CAROLINA		
Postal Code:	29118		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76427992	BUCK RIDGE	
Registration Number:	3681019	EDISTO MANOR	
Serial Number:	86912408	BUCK RIDGE	
Serial Number:	86912413	BUCK RIDGE PLANTATION	
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:	(650)461-8202		
Email:	marissa.yu@freshfields.com,alex.kieu@freshfields.com		
Correspondent Name:	Marissa Yu		
Address Line 1:	855 Main Street		
Address Line 4:	Redwood City, CALIFORNIA 94063		
NAME OF SUBMITTER:	Ngoc Kieu		
SIGNATURE:	Ngoc Kieu		
DATE SIGNED:	02/27/2024		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment Agreement”), dated as of February 27, 2024, by and between Zeus Company LLC, a South Carolina limited liability company f/k/a Zeus Company Inc. (“Assignor”), and Galaxy NewCo Inc., a South Carolina corporation (“Assignee”) (collectively, the “Parties”, and each, a “Party”).

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the Assigned IP (as defined below);

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated as of December 15, 2023, by and among Assignor, Assignee and other parties thereto (the “Merger Agreement”), Assignor has agreed to assign the Assigned IP (as defined below) to Assignee, as contemplated by the Restructuring Transactions (as such term is defined in the Merger Agreement); and

WHEREAS, Assignor desires to transfer and assign to the Assignee, and Assignee wishes to accept and assume from Assignor, all of Assignor’s right, title and interest in and to the Assigned IP pursuant to this Trademark Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably transfers, assigns and delivers to Assignee, and Assignee hereby accepts, assumes and receives from Assignor, all of Assignor’s right, title and interest in and to the following (collectively, the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule A hereto, all common law rights worldwide pertaining to the marks on Schedule A and any other applications and registrations for such marks and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents 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 Agreement upon request by Assignee.

3. No Waiver. No failure or delay by Assignor or Assignee in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

4. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts (including by facsimile or electronic mail), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Signatures to this Trademark Assignment Agreement transmitted by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

5. Entire Agreement; No Third Party Beneficiaries. This Trademark Assignment Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and thereof. This Trademark Assignment Agreement is not intended to and does not confer on any person other than the Parties any rights or remedies hereunder.

6. Governing Law; Jurisdiction. This Trademark Assignment Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Trademark Assignment Agreement, or the negotiation, execution or performance of this Trademark Assignment Agreement, shall be governed by, and construed in accordance with, the laws of the State of South Carolina applicable to contracts executed in and to be performed entirely within that State, regardless of the laws that might otherwise govern under any applicable conflict of laws principles.

7. Severability. If any term, condition or other provision of this Trademark Assignment Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Trademark Assignment Agreement shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated.

[Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed by Assignor and Assignee and is effective as of the date first written above.

ZEUS COMPANY LLC


By: Steven Peterson
Name: Steven Peterson
Title: President and Chief Executive Officer

GALAXY NEWCO INC.

By: Steven Peterson
Name: Steven Peterson
Title: President and Chief Executive Officer

Schedule A

Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
BUCK RIDGE	76/427992	7/8/2002	2897730	10/26/2004
EDISTO MANOR	77/486602	5/29/2008	3681019	9/8/2009
BUCK RIDGE	86/912408	2/18/2016	5049363	9/27/2016
 BUCK RIDGE PLANTATION	86/912413	2/18/2016	5049364	9/27/2016