OP \$40.00.00 76602433

Assignment ID: TMI65187

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:

E: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Assignment of the Entire Interest via a Bill of Sale

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Cleanup Technologies, Inc.		01/19/2022	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Company Name:	GOLO, LLC
Street Address:	1680 Obispo Ave., Suite F
City:	Signal Hill
State/Country:	CALIFORNIA
Postal Code:	90755
Entity Type:	Limited Liability Company: CALIFORNIA
Company Name:	Pacific6 Environmental, LLC
Street Address:	211 E. Ocean Blvd.
City:	Long Beach
State/Country:	CALIFORNIA
Postal Code:	90802
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 1

l	Property Type	Number	Word Mark
	Registration Number:	3199217	AMECS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4248669430

Email: ksales@concourselaw.com

Correspondent Name: Mrs. Katherine Sales

Address Line 1: 46-E Peninsula Center #160

Address Line 4: Rolling Hills Estates, CALIFORNIA 90274

ATTORNEY DOCKET NUMBER:	23-00049
NAME OF SUBMITTER:	KATHERINE SALES
SIGNATURE:	KATHERINE SALES

TRADEMARK
REEL: 008359 FRAME: 0503

900837653

DATE SIGNED:	03/01/2024
Total Attachments: 6	
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BILL OF SALE

This BILL OF SALE is made as of January 19, 2022, by and among Gregory K. Jones, in his sole and limited capacity as Chapter 11 Trustee ("Trustee" or "Seller") of Advanced Environmental Group, LLC, a California limited liability company ("AEG"), and Advanced Cleanup Technologies, Inc., a California corporation ("ACTI" and, with AEG, each a "Debtor" and collectively, "Debtors"), on the one hand, and GOLO, LLC, a California limited liability company ("GOLO"), and Pacific6 Environmental, LLC, a California limited liability company ("Pacific6", and with GOLO, and any permitted designee(s) thereof, "Buyer"), on the other hand.

- A. The Seller and the Buyer are parties to that certain Asset Purchase Agreement dated as of January 19, 2022 ("<u>Agreement</u>"), pursuant to which the Seller has agreed to sell, transfer and assign to the Buyer and the Buyer has agreed to purchase, acquire and assume from the Seller certain assets of the Seller as defined in the Agreement ("<u>Purchased Assets</u>") on the terms and conditions set forth in the Agreement. The terms of the Agreement are incorporated by this reference as if fully set forth herein.
- B. In accordance with, and subject to, the terms of the Agreement, Seller and Buyer are executing and delivering this Bill of Sale for the purpose of transferring to and vesting in Buyer, its successors and assigns all of the Purchased Assets. The Purchased Assets are only those items specifically set forth in the Agreement and do not include, among other things, the Excluded Assets. The transfer of the Purchased Assets described below is made subject to the terms and provisions of the Agreement. The sale of the Purchased Assets is on an "as-is where is" basis with no representations or warranties, either express or implied, of any type or kind whatsoever, express or implied, as more particularly specified in the Agreement and except as otherwise provided in the Agreement.
- C. This Bill of Sale, being further documentation of the conveyances, transfers and assignments provided for in and by the Agreement, neither supersedes, amends, or modifies any of the terms or provisions of the Agreement nor does it expand upon or limit the rights, obligations or warranties of the parties under the Agreement. In the event of a conflict or ambiguity between the provisions of this Bill of Sale and the Agreement, the provisions of the Agreement will be controlling.
- D. Capitalized terms not otherwise defined in this Bill of Sale shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for valuable consideration, receipt and adequacy of which is hereby acknowledged, the Seller hereby grants, sells, conveys, transfers, assigns, releases and delivers to, and vests in the Buyer all of the Seller's rights, title and interests in and to the Purchased Assets, reflected on <u>Schedule 1</u> attached hereto.

The Seller covenants and agrees, upon request, to execute, acknowledge, and deliver any further assignments, conveyances and other assurances, documents, and instruments of transfer, reasonably requested by the Buyer and to take any other action consistent with the terms of the Agreement that may reasonably be requested by the Buyer for the purpose of assigning, transferring, granting, conveying, and confirming to the Buyer, or reducing to possession, any of the Purchased Assets to be conveyed and transferred by the Agreement, provided that the Seller shall not be required to incur any expense or liability in connection therewith.

This Bill of Sale shall be governed by the laws of the State of California without regard to its conflicts of law provisions.

IN WITNESS WHEREOF, this Bill of Sale has been executed by Seller and Buyer as of the day and year first above written.

SELLER:
Advanced Environmental Group, LLC,
a California limited liability company
Bu Coro Jour
Ву:
Name: Gregory K. Jones
Title: Chapter 11 Trustee
Advanced Cleanup Technologies, Inc,
a California corporation
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ay on
By: Gregory K. Jones
Title: Chapter 11 Trustee
DVIVED
BUYER: GOLO, LLC
a California limited liability company
a camerina inimica inading saginpany
d/2
By:
Name: James Eleoportos
Title: Chief Executive Officer
Pacific6 Environmental, LLC
a California limited liability company
By:
By: Name: John C. Molina

IN WITNESS WHEREOF, this Bill of Sale has been executed by Seller and Buyer as of the day and year first above written.

SELLER:

By:	
Name:	Gregory K. Jones
Γitle:	Chapter 11 Trustee
Advan	ced Cleanup Technologies, Inc,
	ornia corporation
By:	
Name:	Gregory K. Jones
Title:	Chapter 11 Trustee
Califo	ornia limited liability company
Ву:	
-	T
Vame:	James Eleopoulos Chief Executive Officer
Name: Γitle:	Chief Executive Officer
Name: Title: Pacific	Chief Executive Officer 6 Environmental, LLC
Name: Fitle: Pacific	Chief Executive Officer 6 Environmental, LLC
	Chief Executive Officer
Name: Title: Pacific a Califo	Chief Executive Officer 6 Environmental, LLC ornia limited liability company
Name: Title: Pacific a Califo	Chief Executive Officer 6 Environmental, LLC

Schedule "1" to Bill of Sale

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BUYER (GOLO) CLOSING CERTIFICATE

Reference is made to that certain Asset Purchase Agreement (the "*Purchase Agreement*") by and between GOLO, LLC, a California limited liability company ("GOLO"), and Pacific6 Environmental, LLC, a California limited liability company ("Pacific6", and with GOLO, and any permitted designee(s) thereof, "Buyer"), on the one hand, and Gregory K. Jones, in his sole and limited capacity as Chapter 11 Trustee ("Trustee" or "Seller") of Advanced Environmental Group, LLC, a California limited liability company ("AEG"), and Advanced Cleanup Technologies, Inc., a California corporation ("ACTI" and, with AEG, each a "Debtor" and collectively, "Debtors"). Unless otherwise defined herein, all capitalized terms shall have the meanings as set forth in the Purchase Agreement. This Certificate is being delivered on behalf of GOLO as Buyer pursuant to Section 9.4 of the Purchase Agreement.

The undersigned hereby certifies as follows as of April 19, 2022 (the "Closing Date"):

- 1. I am the duly elected and qualified Chief Executive Officer of GOLO, and my and the signature set forth below is my true and genuine signature. I am duly authorized to enter into and deliver this Certificate on behalf of GOLO;
- 2. Each of the representations and warranties made by GOLO as set forth in Article IV of the Purchase Agreement is true and correct in all material respects on and as of the Closing Date; and
- 3. GOLO has performed and complied in all material respects with all of its covenants required to have been performed or complied with by GOLO pursuant to the Purchase Agreement on or prior to the Closing Date.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of the Closing Date.

GOLO, LLC, a California limited liability company

Print Name: James Eleopoulos

Title: Chief Executive Officer

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BUYER (PACIFIC6) CLOSING CERTIFICATE

Reference is made to that certain Asset Purchase Agreement (the "Purchase Agreement") by and between GOLO, LLC, a California limited liability company ("GOLO"), and Pacific6 Environmental, LLC, a California limited liability company ("Pacific6", and with GOLO, and any permitted designee(s) thereof, "Buyer"), on the one hand, and Gregory K. Jones, in his sole and limited capacity as Chapter 11 Trustee ("Trustee" or "Seller") of Advanced Environmental Group, LLC, a California limited liability company ("AEG"), and Advanced Cleanup Technologies, Inc., a California corporation ("ACTI" and, with AEG, each a "<u>Debtor</u>" and collectively, "<u>Debtors</u>"). Unless otherwise defined herein, all capitalized terms shall have the meanings as set forth in the Purchase Agreement. This Certificate is being delivered on behalf of GOLO as Buyer pursuant to Section 9.4 of the Purchase Agreement.

The undersigned hereby certifies as follows as of April 19, 2022 (the "Closing Date"):

- 1. I am the duly elected and qualified Chief Executive Officer of Pacific6, and my and the signature set forth below is my true and genuine signature. I am duly authorized to enter into and deliver this Certificate on behalf of Pacific6:
- 2. Each of the representations and warranties made by Pacific6 as set forth in Article IV of the Purchase Agreement is true and correct in all material respects on and as of the Closing Date; and
- 3. Pacific6 has performed and complied in all material respects with all of its covenants required to have been performed or complied with by Pacific6 pursuant to the Purchase Agreement on or prior to the Closing Date.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of the Closing Date.

PACIFIC6 ENVIRONMENTAL, LLC, a California limited liability company

Print Name: John C. Molina

Title: Chief Executive Officer

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RECORDED: 03/01/2024