

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI65966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Materia Group, Inc.	FORMERLY Materia Group LLC	09/23/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Essential PNW LLC		
Street Address:	1818 E Madison St		
Internal Address:	Apt 515		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98122		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86798202	LUMBERUNION	
Serial Number:	86798206		
Serial Number:	86798207	LUMBERJOCK	
CORRESPONDENCE DATA			
Fax Number:	9163464880		
<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:	9169662260		
Email:	mvdemarco@bpelaw.com		
Correspondent Name:	Melanie De Marco		
Address Line 1:	2339 Gold Meadow Way		
Address Line 2:	Suite 101		
Address Line 4:	Gold River, CALIFORNIA 95670		
ATTORNEY DOCKET NUMBER:	5329.000		
NAME OF SUBMITTER:	Melanie De Marco		
SIGNATURE:	Melanie De Marco		
DATE SIGNED:	03/20/2024		
Total Attachments: 10			

OP \$90.00.00 86798202

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source=EPNW Bill of Sale 12.28.23 (002)_Essential PNW#page3.tif
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FILED

2022 SEP 23 11:37 AM

KING COUNTY

SUPERIOR COURT CLERK

E-FILED

CASE #: 21-2-10148-4 SEA

THE SUPERIOR COURT OF THE
STATE OF WASHINGTON IN AND
FOR KING COUNTY

Case No: 21-2-10148-4 SEA

Boudreau,

Petitioner,

v.

Materia Group, Inc.,

Respondent/
Receivership Debtor.

**ORDER GRANTING RECEIVER'S
MOTION FOR SELL
SUBSTANTIALLY ALL THE ASSETS
OF THE RECEIVERSHIP ESTATE
FREE AND CLEAR TO ESSENTIAL
PNW, LLC**

This matter came before the Court on the motion of Salish Sea Legal PLLC (the “Receiver”), the duly-appointed general receiver over Materia Group, Inc. (the “Debtor” or “Materia”), for an order (the “Motion”) approving and authorizing the sale of all Materia assets except for prepetition litigation claims that the Debtor may hold; but not debts, free and clear of liens and other interests, (the “Property”) to Essential PNW, LLC (“Purchaser”).

The Court having considered the Motion in support of the sale along with all other supporting documents and any responses if any, and finding that the Motion was appropriately served and no oppositions were filed by any party in interest, such that under the circumstances, the Motion is GRANTED;

IT IS FURTHER ORDERED that, pursuant to RCW 7.60.260(2) that the Receiver is authorized to sell the Property to the Purchaser free and clear on the same terms and conditions according to the Letter of Intent, the Bill of Sale, and the Purchaser’s Declaration in Support of the Sale included in the Motion, so long as the transaction closes, and all monies are paid and

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received, no later than close of business, December 1, 2022, unless agreed in writing to the contrary. In the interim, the Receiver shall neither solicit nor accept any other purchase offers or delay in any fashion in closing the transaction.

DATED September __, 2022.

Signed in Open Court by:

Commissioner/Judge

Presented by:
_/s/ Ben Ellison_____
Benjamin Ellison WSBA 48315
Attorney for Receiver Salish Sea Legal PLLC

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2
3 **THE SUPERIOR COURT OF THE**
4 **STATE OF WASHINGTON IN AND**
5 **FOR KING COUNTY**

Case No: 21-2-10148-4 SEA

6 Boudreau,

7 Petitioner,

8 v.

9
10 Materia Group, Inc.,

11 Respondent/
12 Receivership Debtor.

**NOTICE OF PRESENTMENT
CONCERNING UNOPPOSED
ORDER GRANTING RECEIVER'S
MOTION TO SELL
SUBSTANTIALLY ALL ASSETS
FREE AND CLEAR**

13 WHEREAS, on March 17, 2022, Salish Sea Legal PLLC (the "**Receiver**"), the duly-
14 appointed general receiver over Materia Group, Inc. (the "**Debtor**" or "**Materia**"), moved for
15 an order (the "**Motion**") approving and authorizing the sale of all Materia assets except for
16 prepetition litigation claims that the Debtor may hold; but not debts, free and clear of liens and
17 other interests, (the "**Property**") to Essential PNW, LLC ("**Purchaser**"); and

18 WHEREAS, the Receiver appeared at the hearing on April 20, 2022 and no creditor or
19 interested party objected to the proposed sale after service of the Motion; and

20 WHEREAS, at the hearing, the Receiver identified certain creditors and parties in
21 interest who may not have received timely notice of the Motion; and

22 WHEREAS, the Receiver was then ordered to serve those remaining creditors and
23 parties in interest who may still have an interest in the outcome of the Motion; and
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King County Superior Court
Judicial Electronic Signature Page

Case Number: 21-2-10148-4
Case Title: BOUDREAU ET ANO vs MATERIA GROUP INC
Document Title: Order
Signed By: Richard Furman
Date: September 23, 2022



Pro Tem Commissioner: Richard Furman

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: DEA321DF5AEAC63200C56344C792276050DF1775
Certificate effective date: 3/2/2022 10:04:48 AM
Certificate expiry date: 3/2/2027 10:04:48 AM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Richard Furman:
SI1WrMmN7BGWlba5zzqw6Q=="

Page 1 of 1

TRADEMARK
REEL: 008374 FRAME: 0972

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the day and year first above written.

SELLER:

SALISH SEA LEGAL, PLLC, in its capacity as
general receiver for Materia Group, Inc.

By: 

Name: Benjamin Ellison

Title: Managing Member

Acknowledged and accepted:

PURCHASER:

ESSENTIAL PNW, LLC

By: 

Name: Sarah Johnson

Title: Principal

[Signature Page to Bill of Sale]

TRADEMARK
REEL: 008374 FRAME: 0973

STATE OF WASHINGTON
ARTICLES OF CONVERSION
FROM A WASHINGTON LIMITED LIABILITY COMPANY TO
A DELAWARE CORPORATION PURSUANT TO
SECTION 25.15.446 OF THE REVISED CODE OF WASHINGTON

1. The Washington limited liability company named Matera Group LLC (the "*Company*") has been converted into a Delaware corporation.
2. The converted organization is named Matera Group, Inc. (the "*Converted Company*") and was incorporated in the State of Delaware.
3. The date the conversion is effective under the governing statute of the converted organization is November 17, 2017.
4. The conversion was approved by the sole Member and sole Manager of the Company as required by the relevant sections of Chapter 25.15 of the RCW.
5. The conversion was approved as required by Section 265 of the Delaware General Corporation Law, the governing statute of the Converted Company.
6. The street and mailing address of the Converted Company's principal office for the purposes of service of process under Section 23.95.450 of the RCW is 10902 N.E. 37th Place, Unit 2, Bellevue, Washington 98004.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Washington limited liability company has executed this Articles of Conversion on November 17, 2017.

By: 

Name: Anthony D. Bergin
Title: Authorized Person



STATE OF WASHINGTON
SECRETARY OF STATE

Transaction Request Form

FILED

Secretary of State
State of Washington
Date Filed: 12/01/2017
Effective Date: 12/01/2017
UBI No: 604 018 327

This Box For Office Use Only

CHECK ONE: EXPEDITE (\$50) ROUTINE (NO EXTRA \$) COUNTER WAIT (\$50)

<i>Name of Entity/UBI#</i> <small>Daily limit of Three (3) Requests - Please Print</small>	<i>Transaction</i> <small>Use Codes Listed Below</small>
1. MATERIA GROUP LLC	F - CONVERSION
2. _____	_____
3. _____	_____

Transaction Request Codes

<u>File Documents</u>	<u>View/Obtain Documents</u>
A. Articles	G. Long Form Certificate of Existence
B. Reinstatement	H. Short Form Certificate of Existence
C. Summons	I. Photocopies of _____
D. Trademark	J. Certified Copies of: _____
E. Apostilles: Country _____	K. Other _____
F. Other _____	Additional Information: _____

Transaction Requested By:

Name: CT CORPORATION - JEFF/JAMES

Address: 711 CAPITOL WAY S, SUITE 204
OLYMPIA, WA 98501

Phone Number: 360-515-0280

Email Address: cls-reps-washington@wolterskluwer.com

Office Use Only

COS _____	INC./QUAL./REINST. _____
COP _____	AMD./MER./DISS. _____
PHO _____	ANN.RPT./AGENT _____
APO _____	RES./REG. _____
OTHER _____	TRADEMARK _____
EXP FEE _____	OTHER _____
TOTAL _____	TOTAL _____

BILL OF SALE

This Bill of Sale (this "Bill of Sale") is entered into as of December 28, 2023 by the state- court general receiver of Materia Group, Inc. ("Seller"), in favor of Essential PNW, LLC ("Purchaser").

WHEREAS, Seller and Purchaser have entered into a Letter of Intent, pursuant to which, among other things, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, all of the rights, title and interest in and to, the Property, as set forth in the King County Superior Court Order, dated September 23, 2022. (the "Assets").

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. **Definitions.** All capitalized terms used in this Bill of Sale but not otherwise defined herein are given the meanings set forth in the Agreement.

2. **Transfer.** Effective as of the date hereof, Seller hereby absolutely and unconditionally sells, assigns, grants, conveys and transfers to Purchaser all of Seller's right, title and interest in and to each and all of the Assets free and clear of any encumbrances, as approved by the King County Superior Court. The sole exception to this is that the Seller is not selling prepetition litigation claims that Materia have against certain third parties.

3. **Terms of the Agreement.** The terms of the Agreement are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, conditions, agreements, indemnities, rights and remedies contained in the Agreement shall not be superseded, modified, amended, rescinded, waived, expanded or in any way affected hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern to the extent of such conflict or inconsistency.

4. **Further Assurances.** Seller shall execute and deliver, at the reasonable request of Purchaser, such additional documents, instruments, conveyances and assurances, and take such further actions as Purchaser may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Bill of Sale.

5. **Power of Attorney.** Without limiting Section 4 above, Seller hereby constitutes and appoints Purchaser, and its officers, directors, and agents, as the true and lawful agents and attorneys in fact of Seller (which shall be coupled with an interest and are irrevocable by Seller) with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller, but on behalf of, and for the benefit of, Purchaser, and its successors and assigns, from time to time:

(a) to demand, receive, and collect any and all of the Assets, and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity, or otherwise, in which Purchaser or its successors and assigns may deem proper to collect or reduce to possession of any of the Assets, and to collect or enforce any claim or right of any kind hereby assigned and transferred, or intended so to be; and

(c) to do all things legally permissible, required, or reasonably deemed by Purchaser to be required, to recover and collect the Assets, and use Seller's name in such manner as Purchaser may reasonably deem necessary for the collection and recover of the Assets.

6. **Binding Effect; Successors.** This Bill of Sale shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective successors and assigns.

7. **Governing Law.** This Bill of Sale shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Washington.

8. **Signatures.** The exchange of copies of this Bill of Sale and of signature pages by facsimile or electronic transmission (including by .pdf) shall constitute effective execution and delivery of this Bill of Sale and may be used in lieu of the original Bill of Sale for all purposes, and such signature pages shall be deemed to be originals for all purposes.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)