

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CleanCult LLC		01/28/2019	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Bocks Inc.		
Street Address:	231 Forest Street		
City:	Babson Park		
State/Country:	MASSACHUSETTS		
Postal Code:	02457		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5411748	CLEANCULT	
CORRESPONDENCE DATA			
Fax Number:	7816225933		
<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:	7816225930		
Email:	trademark@mbbp.com		
Correspondent Name:	Sean D. Detweiler		
Address Line 1:	230 Third Avenue, 4th Floor		
Address Line 2:	Morse, Barnes-Brown & Pendleton, P.C.		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	BOCK-TMgeneral		
NAME OF SUBMITTER:	Sean D. Detweiler		
SIGNATURE:	/Sean D. Detweiler/		
DATE SIGNED:	02/14/2019		
Total Attachments: 3			
source=M1326994#page1.tif			
source=M1326994#page2.tif			
source=M1326994#page3.tif			

OP \$40.00 5411748

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is effective as of this 28th day of January, 2019 by and between CleanCult LLC, a limited liability company organized and existing under the laws of Puerto Rico, having a place of business at 1250 Avenida Juan Ponce de Leon, Suite 400 San Juan, Puerto Rico, 00907, (hereinafter “**Assignor**”), and Bocks Inc., a corporation organized and existing under the laws of Delaware, having a place of business at 231 Forest Street, Babson Park, Massachusetts, 02457, U.S. (hereinafter “**Assignee**”).

WHEREAS, Assignor is the owner of the trademarks identified in Exhibit A, including all registered rights and all common law rights associated with the marks (the “**Trademarks**”);

WHEREAS, Assignee is the successor to the ongoing and existing business of the Assignor to which the marks pertain and desires to acquire Assignor’s entire interest in the Trademarks; and

WHEREAS, Assignee desires to acquire Assignor’s entire interest in the Trademarks including any and all rights that Assignor may have in and to the said Trademarks and the registration therefor, together with the goodwill of the business uses in connection with the Trademarks and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee, for themselves, their successors, assigns and legal representatives, have and hereby do covenant, bargain and agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, its entire right, title and interest it may now have, may ever have had or may ever have, in and to the Trademarks, including intent-to-use applications for use with assets assigned hereby of the business, or portion thereof, of the applicant to which the marks pertain and the portion of the business of the Assignor to which the marks pertain, together with the goodwill of the business uses in connection with the Trademarks, and the rights and privileges relating to all choses in action pertaining to such Trademarks, including the right to sue for and collect damages and other recoveries, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the exploitation or defense of rights and registrations pertaining to such Trademarks.

2. Further Assurances. Assignor shall assist and cooperate with Assignee in every proper and lawful way to evidence, record and perfect the Assignment set forth herein, and to perfect, obtain, maintain, enforce, and defend any rights assigned hereunder, including, but not limited to, the execution and delivery of all lawfully requested papers required to evidence, record, perfect, obtain, maintain, enforce or defend the Assignment set forth herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Trademarks.

4. Miscellaneous. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed as a sealed instrument by its duly authorized representative, effective as of the date first written above.

Assignor:

CleanCult LLC

Signature: *Ryan Lupberger*

Name: Ryan Lupberger

Title: Manager / Principal

Schedule A

<u>Trademark</u>	<u>Docket No.</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>
CLEANCULT	BOCKTM011	87530893	July 17, 2017	United States of America	Registered	5,411,748	February 27, 2018	03 Int.