

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FORECLOSURE SALE - (REDACTED) BILL OF SALE PURSUANT TO UCC SALE - EFFECTIVE 12/16/19		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAD URBAN, INC.		12/16/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RAD URBAN, LLC		
Street Address:	1855 OLYMPIC BLVD., SUITE 300		
City:	WALNUT CREEK		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88065247	RAD BLOC	
Serial Number:	88065238	RAD BLOC	
Serial Number:	88065202	RAD BLOC	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	202-672-5300		
Email:	IPDocketing@foley.com,abuckmaster@foley.com		
Correspondent Name:	FOLEY & LARDNER LLP (NORMAN J. RICH)		
Address Line 1:	3000 K STREET N.W., SUITE 600		
Address Line 4:	WASHINGTON, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	109177-0145		
NAME OF SUBMITTER:	ANNE L. BUCKMASTER		
SIGNATURE:	/Anne L. Buckmaster/		
DATE SIGNED:	12/20/2019		
Total Attachments: 3			
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source=Hall0145-Redacted-Bill-of-Sale-to-RADUrbanLLC-Eff-20191216#page2.tif			

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BILL OF SALE PURSUANT TO UCC SALE

KNOW ALL MEN BY THESE PRESENT, that pursuant Article 9 of the Uniform Commercial Code as enacted in Delaware and California and all other applicable jurisdictions ("UCC") and that Loan Agreement (the "Loan Agreement") dated as of March 25, 2019 (the "Loan Agreement"), as amended by that certain First Omnibus Amendment and Reaffirmation of Bridge Loan Documents, dated as of September 25, 2019 (the "Amendment" and with the Loan Agreement as amended, the "Bridge Loan Agreement") by and among RAD Urban, Inc. ("RAD Inc.") and in favor of EB Neun Member, LLC ("EB Neun"), with an address of c/o 7121 Fairway Drive, Ste. 410, Palm Beach Gardens, FL 33418, and the security interests granted by the Security Agreement dated March 25, 2019, by RAD Inc. and its related entity, RAD Build, LLC ("Build" and collectively with RAD Inc. the "Debtors") to EB Neun and the security interests granted by that Intellectual Property Security Agreement dated March 25, 2019 by Debtors in favor of EB Neun (collectively, the "Security Agreement"), and that certain Loan Assignment and Assumption (the "Assumption") dated September 27, 2019 between EB Neun and RAD Urban LLC (the "Secured Party"), pursuant to which the Secured Party assumed certain of EB Neun's rights under the Bridge Loan Agreement, the Security Agreement, and the related documents (the "Loan Documents"), notice of the Sale having been provided to Debtors in accordance with Section 9613 of the California Commercial Code, and in accordance with that certain Notice of Public Sale of Collateral (the "Notice"), which was published in the *The Daily Builder* (from November 29, 2019 to December 9, 2019) and the *San Francisco Chronicle* (from December 2, 2019 to December 9, 2019), which described the collateral being sold ("Collateral"), a public sale pursuant to Section 9610 of the California Commercial Code was conducted at the offices of Foley & Lardner, LLP, 555 California Street, Ste. 1700, San Francisco, California, 94104 on December 16, 2019 at 12:30 p.m. PST (the "Sale"), and that Secured Party was the successful bidder for the Collateral at the Sale with a credit bid of [REDACTED] this Bill of Sale is hereby issued effective as of December 16, 2019 ("Effective Date").

That pursuant to the Loan Agreement, Security Agreement, Sale, and operation of law, the Collateral, more particularly described in **Exhibit 1** attached hereto, is hereby transferred, conveyed and assigned to Secured Party, its successors and assigns, **TO HAVE AND TO HOLD** for their own use forever, all of Debtors' right, title and interest in and to the Collateral, free and clear of all liens, claims, security interests as provided in Article 9 of the UCC, but otherwise "AS-IS, WHERE-IS" WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO THOSE EXPRESS, IMPLIED OR STATUTORY AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, this Bill of Sale Pursuant to UCC Sale has been executed, effective as of the above Effective Date.

RAD URBAN, LLC, as Secured Party

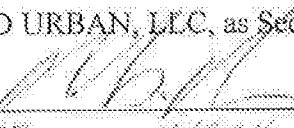
By: 
Name: _____
Title: _____

Exhibit 1

All of the property described below in which Debtors have or acquire an interest, wherever located, whether now owned or hereafter arising or acquired:

- (1) all Pledged Interests¹,
- (2) all personal property and fixtures, including
 - (i) as defined in the UCC (and so used in this Agreement), all Goods, including Fixtures, Equipment, and Inventory; Documents; Accounts, including Health-Care-Insurance Receivables; Chattel Paper, including Tangible Chattel Paper and Electronic Chattel Paper; Instruments, including Promissory Notes; Money; Commercial Tort Claims; Deposit Accounts; Investment Property, including Certificated Securities, Uncertificated Securities, Securities Entitlements, Securities Accounts, Commodity Contracts, and Commodity Accounts; Letter-of-Credit Rights; Letters of Credit; General Intangibles, including Payment Intangibles and Software; and all Supporting Obligations related thereto and Products and Proceeds thereof (it being the intention of the parties that all property within the scope of Article 9 of the UCC is covered by this subsection (i)); and
 - (ii) all other types of personal property and fixtures, including all insurance that is otherwise outside the scope of Article 9 of the UCC, except for the Excluded Property.
- (3) all Intellectual Property, IP Licenses, IP-Related Rights, Associated Property, and Proceeds subject to the security interest granted in this Agreement

¹ Capitalized terms not defined herein have the meanings ascribed to them in the Security Agreement.