

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560845

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
En Point Marketing, LLC		12/31/2019	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Boost Holdings, LLC		
<b>Street Address:</b>	503 Hartfield Dr SE		
<b>City:</b>	Ada		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49302		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5061012	BAC-PAC BUDDIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9209910407		
<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>			
<b>Phone:</b>	9209910404		
<b>Email:</b>	sdebruin@LegalBusinessEdge.com		
<b>Correspondent Name:</b>	Sarah J DeBruin		
<b>Address Line 1:</b>	2631 N Meade Street		
<b>Address Line 2:</b>	Suite 101		
<b>Address Line 4:</b>	Appleton, WISCONSIN 54911		
<b>NAME OF SUBMITTER:</b>	Sarah J DeBruin		
<b>SIGNATURE:</b>	/Sarah J DeBruin/		
<b>DATE SIGNED:</b>	02/06/2020		
<b>Total Attachments: 6</b>			
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

JP 12-31-19

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the "Assignment") is made and entered into on this 31<sup>st</sup> day of ~~December~~ January, 2020, (the "Effective Date"), by and among En Point Marketing, LLC, a limited liability company organized under the State of Wisconsin, USA ("Assignor") on the one hand, and Boost Holdings, LLC, a Wisconsin limited liability company ("Assignee"), on the other hand.

WHEREAS, Assignor owns the entire right, title and interest in and to the registered U.S. Trademarks, tradenames, trademark rights under any state or foreign jurisdiction, logos and trade dress listed on Schedule A, attached hereto and made a part hereof (hereinafter the "Trademarks");

WHEREAS, the Assignor owns the entire right, title and interest in and to the website www.bacpacbuddies.com and the bacpacbuddies.com domain names and additional on-line presence and social media listed on Schedule B, attached hereto and made a part hereof (hereinafter the "Domain Names");

WHEREAS, the Assignor owns the entire right, title and interest in and to the registered and registrable copyrights, advertising, marketing materials, packing designs, and all other copyrightable material ("Copyrights");

WHEREAS, the Assignor owns the entire right, title and interest in and to the tradename Bac-Pac Buddies, all trade secrets, and all intellectual property rights and additional items listed on Schedule C, attached here to and make a part hereof (herein after the "Intellectual Property Rights");

WHEREAS, Assignee, as a consequence of the Purchase Agreement, is entitled to take any action necessary to obtain, exercise and enjoy the entire right, title and interest in and to the said Trademarks, Domain Names, Copyrights and Intellectual Property Rights (collectively, the "Specified Intellectual Property").

NOW, THEREFORE, for an undisclosed amount of cash and all other good and valuable consideration, and in consideration of the foregoing recitals and the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged and accepted by both parties, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers and assigns to Assignee all or its entire right, title and interest in and to Assignor's Specified Intellectual Property (as defined below), including, without limitation, those items set forth on Schedules A, B, and C, to the fullest extent permitted by applicable law, to file in its own name applications for any patents and for trademarks, service marks and copyright registrations or recordings in the United States and in foreign countries or other U.S. states in connection with the assigned Specified Intellectual Property, and to secure in its own name the Trademarks, Domain Names, tradenames, trade secrets, service marks, and Copyright registrations or copyrightable material granted thereon. Assignor hereby further authorizes and requests the applicable domain name registrars to reflect Assignee as the assignee and owner of the assigned domain names in records. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee's rights in and to the Specified Intellectual Property at the sole expense of Assignee.

*"Specified Intellectual Property"* means all current and future worldwide common law and statutory rights, whether arising under the laws of the United States of America or any other state, country, jurisdiction, government, or public legal authority, in, to, or associated with (i) copyrights, copyright registrations and applications therefor, moral rights, and mask work rights; (ii) the protection of trade or industrial secrets or confidential information; (iii) domain names, uniform resource locators, other names and locators associated with the Internet, and applications or registrations therefor; (iv) trademarks, service marks, and other designations of source or origin and all related goodwill; (v) industrial designs; (vi) all rights in databases and data collections; (vii) all other Specified Intellectual Property rights and proprietary rights; (ix) all claims, actions, rights, and demands to the extent related to any of the foregoing, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including the right to collect and retain all proceeds and damages therefrom; (x) any analogous rights to those set forth above; (xi) divisions, continuations, continuations-in-part, counterparts, re-examinations, post-grant reviews, inter parties reviews, supplemental examinations, provisionals, renewals, reissues, and extensions of the foregoing (as applicable), including the right to claim priority to the patents and patent applications; and (xiii) rights to apply for, file for, certify, register, record, or perfect any of the foregoing, all including, without limitation, the Specified Intellectual Property.

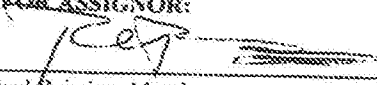
2. Recordation. On the Effective Date, Assignor hereby authorizes and requests the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Specified Intellectually Property registered in the corresponding jurisdiction.

3. Further Assurances. Assignor agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest, and record good title to the Specified Intellectual Property in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request. Such cooperation will include, without limitation, prompt production of pertinent facts and documents, giving of testimony, executing of assignments, petitions, oaths, specifications, declarations, or other papers, and other assistance: (i) for obtaining, perfecting and maintaining in Assignee or its assignees or successors the right, title, and interest herein conveyed; (ii) for complying with any duty of disclosure to the United States Patent and Trademark Office or similar authority in any other domestic or foreign jurisdiction; (iii) for prosecuting any applications included in the Specified Intellectually Property; (iv) for filing and prosecuting substitute, divisional, continuing, or additional applications covering revival or reissue of the Specified Intellectually Property; (v) for interference or other priority proceedings involving the Specified Intellectually Property; and (vi) for legal proceedings involving the Specified Intellectually Property, any applications therefor, and any patents, copyrights, or trademarks granted thereon, including opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, litigation, discovery obligations or requests, infringement actions, and all other court actions. In the event that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Assignee reasonably requests of Assignor to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, to act for and in Assignor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This appointment will be deemed coupled with an interest and is irrevocable.

4. Waiver of Moral Rights. To the full extent permissible under applicable law, Assignor hereby irrevocably and unconditionally assigns to Assignee and waives and agrees never to assert or enforce any Moral Rights (as defined below) in or with respect to any and all of the Specified Intellectual Property that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of Moral Rights. "Moral Rights" means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author's reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

5. Miscellaneous. This Assignment is the entire, complete and full understanding of the parties. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Assignment. This Assignment will be governed by the internal laws of the State of Wisconsin, irrespective of conflicts of law principles. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Assignment may only be amended, modified and supplemented by written agreement of the parties hereto. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, assigns, personal representatives, administrators and executors.

IN WITNESS THEREOF: Assignor and Assigned intend to be legal bound.

FOR ASSIGNOR:  
  
Paul Painting, Member  
En Point Marketing, LLC

FOR ASSIGNEE:  
  
James S. Pelicotes, Member  
Boost Holdings, LLC

Dec 31 / 2019  
Date

12-31-19  
Date

SCHEDULE A--TRADEMARKS

1. "Bac-Pac Buddies," the U.S. Trademark, Registration number 5061012, Registration Date of October 11, 2016.
2. All designations of source or origin and related goodwill associated with Bac-Pac Buddies, without limitation, any logos, designs or other marks associated with Bac-Pac Buddies.
3. Any and all other related registration, recordation, use relevant to the trademark, tradename, or trade dress of "Bac-Pac Buddies" that is or may be recorded, pending, not yet applied for, whether trademarkable or non-trademarkable with the U.S. Trademark Office, any state trademark office, or any foreign jurisdiction.

B ← AP 12-31-19

SCHEDULE 4 - DOMAIN NAME

1. ~~www.bacpacbuddies.com~~
2. And any other external names or Domain Names associated with Bac-Pac Buddies
3. All social media accounts, including without limitation, FaceBook, and Instagram, associated with Bac-Pac Buddies.

SCHEDULE C—COPYRIGHTS

1. All recorded, pending or yet to be recorded copyrights, including all copyrights associated with Bac-Pac Buddies, including without limitation, marketing materials, written advertisement, logos or packaging designs associated with Bac-Pac Buddies.