

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610229

<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>
Industrial Organic, PBC		10/01/2020	Public Benefit Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Recycle Track Systems, Inc.		
<b>Street Address:</b>	477 Madison Avenue, Suite 600		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6131761	VELES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2128730250		
<b>Email:</b>	bigel@bilawfirm.com		
<b>Correspondent Name:</b>	Brian Igel		
<b>Address Line 1:</b>	305 Madison Avenue, 40th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10165		
<b>NAME OF SUBMITTER:</b>	Brian Igel		
<b>SIGNATURE:</b>	/bi/		
<b>DATE SIGNED:</b>	11/22/2020		
<b>Total Attachments: 6</b>			
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OP \$40.00 6131761



## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of October 1, 2020 is made by Industrial Organic, PBC, a Delaware public benefit corporation, d/b/a Ambrosia ("**Seller**"), in favor of Recycle Track Systems, Inc., a New York benefit corporation ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of October 1, 2020 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Seller agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

INDUSTRIAL ORGANIC, PBC,  
D/B/A AMBROSIA

By:   
Name: Amanda Weeks  
Title: Chief Executive Officer

TRADEMARK

REEL: 007113 FRAME: 0131

ACKNOWLEDGMENT

STATE OF New York )  
 ) SS.  
COUNTY OF New York )

On the 1<sup>st</sup> day of October, 2020, before me personally appeared Amanda Weeks, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the Chief Executive Officer of Industrial Organic, PBC, d/b/a Ambrosia, the Delaware public benefit corporation described, and acknowledged the instrument to be the free act and deed of Industrial Organic, PBC, d/b/a Ambrosia for the uses and purposes mentioned in the instrument.

  
Notary Public  
Printed Name: Jeremy Sigall

My Commission Expires:



TRADEMARK

REEL: 007113 FRAME: 0132

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

<b>Country</b>	<b>SN/RN</b>	<b>Mark</b>	<b>Class</b>
USA	6131761	VELES	3
WIPO	1518246	VELES	3
UK	WO0000001518246	VELES	3
Canada	2015790	VELES	3

**United States of America**  
United States Patent and Trademark Office

**VELES**

**Reg. No. 6,131,761**

**Registered Aug. 18, 2020**

**Int. Cl.: 3**

**Trademark**

**Principal Register**

Industrial Organic, PBC (DELAWARE CORPORATION)  
26 Broadway, 3rd Fl.  
New York, NEW YORK 10004

CLASS 3: Multi-surface cleaner

FIRST USE 1-31-2020; IN COMMERCE 1-31-2020

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY  
PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 88-573,196, FILED 08-09-2019



*Andrei Iancu*

Director of the United States  
Patent and Trademark Office

