

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Makarov Dmytro		04/05/2021	INDIVIDUAL: UKRAINE
Voloshyna Iryna		04/05/2021	INDIVIDUAL: UKRAINE
RECEIVING PARTY DATA			
Name:	Wedge and Wagon LLC		
Street Address:	667 Boylston Street		
Internal Address:	3rd Floor, Suite 301		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5871441	SOUSVIDE ART	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	cxltrademarks@wolfgreenfield.com		
Correspondent Name:	Christina M. Licursi		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Anne Marie Rowe		
SIGNATURE:	/Anne Marie Rowe/		
DATE SIGNED:	04/05/2021		
Total Attachments: 4			
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OP \$40.00 5871441

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of April 5, 2021 (the "Effective Date"), is made by (i) Makarov Dmytro ("Makarov") located at 81/25 KANATNAYA STR., ODESSA, 65012, Ukraine, (ii) Voloshyna Iryna ("Voloshyna") located at 2/13 Ilfa and Petrova str, ODESSA, 65000, Ukraine, (iii) Blast Choice Online Trading Inc., a corporation owned by Makarov ("Blast Choice"), and (iv) Wedge and Wagon LLC ("Assignee"), located at 667 Boylston Street, 3rd Floor, Suite 301, Boston, Massachusetts 02116. Each of Makarov, Voloshyna, and Blast Choice are referred to herein as an "Assignor" and collectively as the "Assignors."

WHEREAS, Assignee is the purchaser of certain of the assets of Assignors pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement");

WHEREAS, Assignors collectively own all of the rights, title and interest in and to the Trademarks (as defined below) with the goodwill of the business connected with the use of, and symbolized by, the Trademarks (as defined herein), and, in accordance with the Purchase Agreement, have agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Each Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from such Assignor, all of such Assignor's right, title and interest in and to the following:
 - a. the trademark registrations and trademark applications set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - b. all rights of any kind whatsoever of such Assignor 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 Effective Date, 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. Each Assignor hereby authorizes the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request and at Assignee's sole cost and

expense, each Assignor shall take such commercially reasonable steps and actions, and provide such commercially reasonable cooperation and assistance to Assignee 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 Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into in accordance with the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors, and Assignee (as applicable) with respect to the Trademark. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This 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 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 Assignment.

5. Successors and Assigns. This 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 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 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNORS:

Makarov Dmytro

DocuSigned by:
Dmytro Makarov

Name: Makarov Dmytro

Voloshyna Iryna

DocuSigned by:
Iryna Voloshyna

Name: Voloshyna Iryna

Blast Choice Online Trading Inc.

DocuSigned by:
Dmytro Makarov

Name: Makarov Dmytro
a duly authorized representative of
Blast Choice Online Trading Inc.

ASSIGNEE:

Wedge and Wagon, LLC

DocuSigned by:
Chris Bell

Chris Bell, Authorized Signatory

Schedule 1**Trademark Registrations**

Mark	Country	Reg. No.	Reg. Date	Assignor(s)
SOUSVIDE ART	USA	5871441	October 1, 2019	Makarov and Voloshina

Trademark Applications

Mark	Country	Application No.	Application Date	Assignor(s)
SOUSVIDE ART	Canada	1957674	April 16, 2019	Blast Choice Online Trading Inc.
SOUSVIDEART	China	Appears to be 52513205 and 52532723	Appears to be December 28, 2020	Makarov and Voloshina