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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM662159

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Principia Ventures, LLC		07/02/2021	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Highwood USA, LLC
Street Address:	87 Tide Road
City:	Tamaqua
State/Country:	PENNSYLVANIA
Postal Code:	18252
Entity Type:	Limited Liability Company: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	2887319	HIGHWOOD	

CORRESPONDENCE DATA

Fax Number: 6108893696

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.

Phone: 610-889-3699

Email: berwynipdocket@barley.com

Correspondent Name: Joseph R. Falcon III

Address Line 1: 2 Great Valley Parkway

Address Line 2: Suite 110

Address Line 4: Malvern, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER:	65099-1
NAME OF SUBMITTER:	Joseph R Falcon III
SIGNATURE:	/Joseph Falcon/
DATE SIGNED:	07/23/2021

Total Attachments: 3

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TRADEMARK REEL: 007363 FRAME: 0317

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 2nd day of July, 2021, by and between PRINCIPIA VENTURES, LLC, a Pennsylvania limited liability company ("Assignor") and HIGHWOOD USA, LLC, a Pennsylvania limited liability company ("Assignee").

RECITALS:

- A. Assignor is the owner of that certain trademark, application and/or registration (the "**Trademark**") more fully identified on <u>Schedule A</u> attached hereto, and
- B. Assignor has elected to transfer all of its right, title, and interest in and to the Trademark, and the business associated therewith, to Assignee.

AGREEMENT:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, and transfers unto Assignee the entire right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and all claims for damages by reason of past infringement of the Trademark, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and other legal representatives.

Assignor hereby warrants and represents to Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this Agreement, Assignor is the sole and lawful owner of the entire unencumbered, right, title, and interest in and to the Trademark; that Assignor has the full right and lawful authority to sell and convey the same to Assignee as set forth herein; and that no party has been granted any rights in the Trademark by Assignor.

Assignor agrees that it shall execute and/or deliver any additional instrument, and shall take any additional steps, reasonably requested by Assignee in order to effect, evidence, or perfect Assignee's rights in and to the Trademark.

This Trademark Assignment shall be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that facsimile signatures on this Agreement shall be deemed effective and equivalent to original signatures.

This Trademark Assignment is made and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of any conflicts of law principle that would apply the law of another jurisdiction.

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TRADEMARK
REEL: 007363 FRAME: 0318

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

ATTEST/WITNESS:	PRINCIPIA VENTURES, LLC
Danielle Digitally signed by Danielle Hess Date: 2021.07.08 11:31:03 -04'00'	("Assignor") John Quarmley Digitally signed by Jo
	Name: John Quarmley
	Title: Managing Member
ATTEST/WITNESS:	HIGHWOOD USA, LLC ("Assignee")
Digitally signed by Danielle Danielle Hess Date: 2021.07.08 11:32:57 -04'00'	By: Digitally signed by John Quarmley Digitally si
	Name:John Quarmley

Title: __

CEO

SCHEDULE A

TRADEMARK	FILING DATE	SERIAL NUMBER	REG. DATE	REG. NUMBER
HIGHWOOD	03/04/2003	76494832	09/21/2004	2887319
HIGHWOOD				

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RECORDED: 07/23/2021

TRADEMARK REEL: 007363 FRAME: 0320