

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRUTE MAGNETICS LLC		08/06/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	FBA OPERATING CO		
Street Address:	2028 E Ben White Blvd #240-5101		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78741		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5463434	BRUTE MAGNETICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8139990199		
Email:	lros@aegislaw.com		
Correspondent Name:	John Ervin		
Address Line 1:	100 S Ashley Dr		
Address Line 2:	Ste 620		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Leila Ros		
SIGNATURE:	/Leila Ros/		
DATE SIGNED:	08/10/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is made as of August 6, 2021 (the “Effective Date”), by and between FBA Operating Co., d/b/a “Foundry”, a Delaware corporation (the “Assignee”), and Brute Magnetics LLC, a Georgia limited liability company (the “Assignor”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated August 6, 2021 (the “Purchase Agreement”), pursuant to which the Assignor has agreed to convey, transfer and assign to the Assignee, among other assets, the Intellectual Property of Assignor;

WHEREAS, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement, and has 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”); and

WHEREAS, capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

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

1. **Assignment.** Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the following (collectively, the “Trademark Assets,” and which, for the avoidance of doubt, shall exclude all Excluded Liabilities):

(a) all trademarks, trademark registrations and trademark applications of Assignor, including without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use thereof and symbolized thereby;

(b) all rights of any kind whatsoever of 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 of the foregoing, 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.** Assignor hereby authorizes the Commissioner for Trademarks in 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, Assignor shall take such steps and actions, and provide such 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 Assets 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 pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark Assets. 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 or dispute arising under or related to this Assignment or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each party agrees that any claim, controversy or dispute arising under or related to this Assignment shall be subject to and resolved in accordance with the Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

BRUTE MAGNETICS LLC

By: Clay Copeland
Clay Copeland (Aug 6, 2021 08:12 EDT)
Name: Clay Copeland
Title: President

ASSIGNEE:

FBA OPERATING CO.

By: Matt Rhodes
Matt Rhodes (Aug 5, 2021 21:01 EDT)
Name: Matt Rhodes
Title: Authorized Signatory

SCHEDULE 1

TRADEMARK ASSETS

Trademark	Agency	Registration Number	Registration Date	Next Required Filing
BRUTE MAGNETICS	USPTO	5463434	May 8, 2018	May 8, 2023