

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carbide Company, LLC d/b/a Monster Tool Company		07/30/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Monster Tool LLC		
Street Address:	595 County Road 448		
City:	Tavares		
State/Country:	FLORIDA		
Postal Code:	32778		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2585546	MONSTER TOOL	
Registration Number:	2076482	THREADMONSTER	
Registration Number:	2104142	MICRO MONSTER	
Registration Number:	2229497	REAM MONSTER	
Registration Number:	2217742	MILL MONSTER	
Registration Number:	2364849	MONSTER MILL	
Registration Number:	2217743	DRILL MONSTER	
Registration Number:	2301821	BURR MONSTER	
Registration Number:	2343242	TOOL MONSTER	
Registration Number:	2345237	METAL MONSTER	
Registration Number:	2545267	DYNAMITE	
Registration Number:	3148118	CARBIDE +	
Registration Number:	3153442	CARBIDE PLUS	
Registration Number:	3167874	MEGA MONSTER	
Registration Number:	4146355	CARBIDE COMPANY	
Registration Number:	5541863	M MONSTER	
Registration Number:	5460087	M	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 2585546

Fax Number: 3126095005

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.

Email: phack@vedderprice.com

Correspondent Name: Patricia Hack

Address Line 1: 222 N. LaSalle Street, Suite 2400

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Patricia Hack
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SIGNATURE:	/Patricia Hack/
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DATE SIGNED:	10/12/2021
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Total Attachments: 10

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment (this “Assignment”) is entered into as of July 30, 2021, by and among Carbide Company, LLC d/b/a Monster Tool Company, a Nevada limited liability company (“Assignor”), and Monster Tool LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee, among others, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Asset Purchase Agreement”). Defined terms used in this Agreement and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Internet domain names identified in Schedule A attached hereto (the “Scheduled Domain Names”);

WHEREAS, Assignee is desirous of having transferred to it the Scheduled Domain Names and any other domain names and social media accounts used in connection with the Business, as well as the intellectual property and other proprietary rights associated therewith;

WHEREAS, Assignor is the owner of copyrights in the contents of the website(s) appearing at the Scheduled Domain Names (the “Scheduled Works”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain works of authorship and copyrights owned by Assignor and associated or used in connection with the Business including, but not limited to, the Scheduled Works, as successor to the business to which such works of authorship and copyrights pertain;

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule B attached hereto (collectively, the “Scheduled Trademarks”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain trademarks, service marks, and other source-identifying designations owned by Assignor and associated or used in connection with the Business including, but not limited to, the Scheduled Trademarks, as successor to the business to which such marks pertain;

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor, as described therein;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enter into this Intellectual Property Assignment to transfer to Assignee the Intellectual Property Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor’s right, title and interest in and to the Intellectual Property Assets.

NOW, THEREFORE, in consideration of the recitals and the mutual representations, warranties, covenants and agreements set forth in this Assignment, the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement which Assignee has paid and will pay in accordance with the Asset Purchase Agreement, and

which payment Assignor admits and acknowledges has been made and will be made by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer and Assignment of Rights in Domain Names. Assignor hereby sells, assigns, transfers and sets over to Assignee:

a. All right, title, and interest in and to the Scheduled Domain Names together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. All right, title, and interest in and to all other domain names used in connection with the Business, together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (collectively, the "Unscheduled Domain Names"); and

c. The right to sue and collect damages and/or profits for both past and present causes of action related to the Scheduled Domain Name and/or the Unscheduled Domain Names.

2. Assignment of Copyright. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title, and interest of Assignor in and to the Scheduled Works together with all copyrights, copyright applications, and registrations therefor including, but not limited to, the copyrights in the Scheduled Works, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

b. All right, title, and interest in and to all other works of authorship created by, for, or otherwise acquired by, the Business including, but not limited to, all copyrights, copyright applications, and registrations therefor, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (collectively, the "Unscheduled Works"); and

c. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Unscheduled Works.

3. Assignment of Trademarks. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title, and interest of Assignor in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as any trademark and service mark applications and registrations therefor, and the business to which such Scheduled Trademarks pertain, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

b. All right, title, and interest in and to all other trademarks, service marks, or other source identifying designations used in connection with the Business, together with the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (collectively, the “Unscheduled Trademarks”); and

c. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks and/or Unscheduled Trademarks.

4. Assignment of Inventions. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title, and interest in and to all inventions, discoveries, know-how, and improvements thereof, and patents, registrations, and applications related thereto, and any and all continuations, divisions, and renewals of and substitutes for said applications, and in, to, and under any and all additional patents, registrations, or other rights which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said patents created by, for, or otherwise acquired by, the Business, including but not limited to all patents, patent applications, and registrations therefor together with the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose (collectively, the “Unscheduled Inventions”); and

b. The right to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Unscheduled Inventions.

5. Assignor, for itself and its successors and assigns, does hereby covenant that Assignor will communicate to Assignee, or to its successors, assigns, or nominees, without further compensation to Assignor but at no expense to Assignor, all known facts regarding the Intellectual Property Assets (as defined in the Asset Purchase Agreement), testify in any legal proceedings, execute and deliver such further instruments or documents, make all rightful oaths, and generally do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title, and interest in and to the Intellectual Property Assets, and to obtain and enforce proper protection for the Intellectual Property Assets in any and all countries.

6. As further described in the Asset Purchase Agreement, Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action to register, evidence, perfect, and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee. With respect to the Scheduled Domain Names and/or the Unscheduled Domain Names and without limiting the foregoing, Assignor shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar and to transfer the applicable domain name registrar account(s) to Assignee.

7. All the terms, covenants, and conditions in this Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with, or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

8. Assignor, for itself and its successors and assigns, hereby covenants that Assignor has not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. The terms of the Asset Purchase Agreement are incorporated herein by reference. Assignor and Assignee acknowledge and agree that 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.

9. Governing Law. This Assignment shall be deemed to have been made in the State of Florida. The internal law, not the law of conflicts, of the State of Florida shall govern all questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment, with venue for disputes relating to this Bill of Sale being the venue for disputes described in the Asset Purchase Agreement.

10. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature page of this Assignment executed and transmitted via facsimile or other electronic means shall be deemed an original for all purposes. This Assignment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws shall be binding on each party as if it were physically executed by hand.

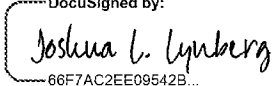
[Signature page follows]

Signature Page to Assignment of Intellectual Property

In witness whereof, the undersigned have signed this Intellectual Property Assignment as of the date provided above.

ASSIGNOR:

**CARBIDE COMPANY, LLC D/B/A
MONSTER TOOL COMPANY**

DocuSigned by:

By: _____
Name: Joshua Lynberg
Its: President

ASSIGNEE:

MONSTER TOOL LLC


By: _____
Name: Richard McIntyre
Its: President

SCHEDULE A

SCHEDULED DOMAIN NAME

Domain Name	Domain Name Registrar	Expiration
burmonster.com	GoDaddy.com, LLC	2022-07-01
burrmonster.biz	GoDaddy.com, LLC	2023-10-06
burrmonster.com	GoDaddy.com, LLC	2022-07-01
burrmonster.info	GoDaddy.com, LLC	2022-06-20
burrmonster.name	GoDaddy.com, LLC	2022-06-20
burrmonster.net	GoDaddy.com, LLC	2022-06-20
burrmonster.org	GoDaddy.com, LLC	2022-06-20
burrmonster.us	GoDaddy.com, LLC	2022-10-06
carbideplus.biz	GoDaddy.com, LLC	2022-06-19
carbideplus.com	GoDaddy.com, LLC	2024-05-29
carbideplus.info	GoDaddy.com, LLC	2022-06-20
carbideplus.name	GoDaddy.com, LLC	2022-06-20
carbideplus.net	GoDaddy.com, LLC	2022-08-02
carbideplus.org	GoDaddy.com, LLC	2022-06-20
carbideplus.us	GoDaddy.com, LLC	2022-06-19
drillmonster.biz	GoDaddy.com, LLC	2023-10-06
drillmonster.com	GoDaddy.com, LLC	2022-07-01
drillmonster.info	GoDaddy.com, LLC	2022-06-20
drillmonster.name	GoDaddy.com, LLC	2022-06-20
drillmonster.net	GoDaddy.com, LLC	2022-06-20
drillmonster.org	GoDaddy.com, LLC	2022-06-20
drillmonster.us	GoDaddy.com, LLC	2023-10-06
kellycarbide.biz	GoDaddy.com, LLC	2024-06-22
kellycarbide.com	GoDaddy.com, LLC	2023-09-30
kellycarbide.info	GoDaddy.com, LLC	2024-06-23
kellycarbide.name	GoDaddy.com, LLC	2022-06-23
kellycarbide.net	GoDaddy.com, LLC	2022-07-01
kellycarbide.org	GoDaddy.com, LLC	2024-06-23
kellycarbide.us	GoDaddy.com, LLC	2024-06-22
kellycarbide.ws	GoDaddy.com, LLC	2022-06-23
megamonster.biz	GoDaddy.com, LLC	2022-06-19
megamonster.info	GoDaddy.com, LLC	2022-06-20
megamonster.name	GoDaddy.com, LLC	2022-06-20
megamonster.org	GoDaddy.com, LLC	2022-06-20
megamonster.us	GoDaddy.com, LLC	2022-06-19
metalmonster.biz	GoDaddy.com, LLC	2023-10-06
metalmonster.info	GoDaddy.com, LLC	2022-06-20
metalmonster.us	GoDaddy.com, LLC	2023-10-06
micromonster.biz	GoDaddy.com, LLC	2023-10-06
micromonster.info	GoDaddy.com, LLC	2022-06-20

micromonster.name	GoDaddy.com, LLC	2022-06-20
micromonster.net	GoDaddy.com, LLC	2021-08-18
micromonster.org	GoDaddy.com, LLC	2022-06-20
micromonster.us	GoDaddy.com, LLC	2023-10-06
millmonster.biz	GoDaddy.com, LLC	2023-10-06
millmonster.com	GoDaddy.com, LLC	2021-10-20
millmonster.info	GoDaddy.com, LLC	2022-06-20
millmonster.name	GoDaddy.com, LLC	2022-06-20
mlllmonster.net	GoDaddy.com, LLC	2022-06-20
mlllmonster.org	GoDaddy.com, LLC	2022-06-20
millmonster.us	GoDaddy.com, LLC	2022-10-06
monstertool.biz	GoDaddy.com, LLC	2023-02-16
monstertool.com	GoDaddy.com, LLC	2022-07-01
monstertool.info	GoDaddy.com, LLC	2022-06-20
monstertool.name	GoDaddy.com, LLC	2022-06-20
monstertool.net	GoDaddy.com, LLC	2022-07-01
monstertool.org	GoDaddy.com, LLC	2023-11-16
monstertool.us	GoDaddy.com, LLC	2022-02-16
monstertoolco.com	GoDaddy.com, LLC	2023-11-16
monstertoolco.net	GoDaddy.com, LLC	2023-11-16
monstertoolco.org	GoDaddy.com, LLC	2023-11-16
monstertoolcompany.biz	GoDaddy.com, LLC	2023-06-25
monstertoolcompany.com	GoDaddy.com, LLC	2021-11-16
monstertoolcompany.info	GoDaddy.com, LLC	2023-06-26
monstertoolcompany.name	GoDaddy.com, LLC	2023-06-26
monstertoolcompany.net	GoDaddy.com, LLC	2021-11-16
monstertoolcompany.org	GoDaddy.com, LLC	2021-11-16
monstertoolcompany.us	GoDaddy.com, LLC	2023-06-25
monstertoolcorp.com	GoDaddy.com, LLC	2023-11-16
monstertoolcorp.net	GoDaddy.com, LLC	2023-11-16
monstertoolcorp.org	GoDaddy.com, LLC	2023-11-16
monstertoolinc.com	GoDaddy.com, LLC	2023-11-16
monstertoolinc.net	GoDaddy.com, LLC	2023-11-16
monstertoolinc.org	GoDaddy.com, LLC	2023-11-16
mtc-carbide.com	GoDaddy.com, LLC	2024-04-10
mtccarbide.com	GoDaddy.com, LLC	2024-07-28
mtcdistributors.com	GoDaddy.com, LLC	2025-01-08
reammonster.biz	GoDaddy.com, LLC	2023-10-06
reammonster.com	GoDaddy.com, LLC	2022-07-01
reammonster.info	GoDaddy.com, LLC	2022-06-20
reammonster.name	GoDaddy.com, LLC	2022-06-20
reammonster.net	GoDaddy.com, LLC	2022-06-20
reammonster.org	GoDaddy.com, LLC	2022-06-20
reammonster.us	GoDaddy.com, LLC	2023-10-06
theamericanburrcompany.com	GoDaddy.com, LLC	2022-05-12



theamericanburrcompany.info	GoDaddy.com, LLC	2022-05-12
theamericanburrcompany.net	GoDaddy.com, LLC	2022-05-12
theamericanburrcompany.org	GoDaddy.com, LLC	2022-05-12
threadmonster.biz	GoDaddy.com, LLC	2022-06-19
threadmonster.info	GoDaddy.com, LLC	2022-06-20
threadmonster.name	GoDaddy.com, LLC	2022-06-20
threadmonster.net	GoDaddy.com, LLC	2022-06-20
threadmonster.org	GoDaddy.com, LLC	2022-06-20
threadmonster.us	GoDaddy.com, LLC	2022-06-19
toolmonster.biz	GoDaddy.com, LLC	2023-10-06
toolmonster.com	GoDaddy.com, LLC	2022-05-21
toolmonster.info	GoDaddy.com, LLC	2022-06-20
toolmonster.name	GoDaddy.com, LLC	2022-06-20
toolmonster.net	GoDaddy.com, LLC	2021-11-16
toolmonster.org	GoDaddy.com, LLC	2023-11-16
toolmonster.us	GoDaddy.com, LLC	2023-10-06
usaburr.com	GoDaddy.com, LLC	2023-03-08
usaburrs.com	GoDaddy.com, LLC	2023-03-08

SCHEDULE B

SCHEDULED TRADEMARKS

Registered Marks:

Mark	U.S. Reg. No.	Owner
MONSTER TOOL	2,585,546	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
THREADMONSTER	2,076,482	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
MICRO MONSTER	2,104,142	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
REAM MONSTER	2,229,497	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
MILL MONSTER	2,217,742	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
MONSTER MILL	2,364,849	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
DRILL MONSTER	2,217,743	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
BURR MONSTER	2,301,821	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
TOOL MONSTER	2,343,242	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
METAL MONSTER	2,345,237	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
DYNAMITE	2,545,267	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
CARBIDE +	3,148,118	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
CARBIDE PLUS	3,153,442	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
MEGA MONSTER	3,167,874	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
CARBIDE COMPANY	4,146,355	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)

 <p>MONSTER (M MONSTER design)</p>	5,541,863	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)
 <p>(M design)</p>	5,460,087	CARBIDE COMPANY, LLC dba MONSTER TOOL (a Nevada limited liability company)

Unregistered Marks:

- Monster Tool Company.
- METRIC MONSTER



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- HURRICANE
- CARBIDE COMPANY
- KELLY CARBIDE