

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forager Group, Inc.		03/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Forager Logistics, LLC		
Street Address:	7701 Metropolis Dr.		
Internal Address:	Building 15		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78744		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6584032		
Registration Number:	6584025	FORAGER	
Registration Number:	6209013	SCOUT BY FORAGER	
CORRESPONDENCE DATA			
Fax Number:	9177934503		
<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:	212-803-9920		
Email:	uspt@polsinelli.com		
Correspondent Name:	Craig M. Spierer, Esq.		
Address Line 1:	PO Box 140310		
Address Line 4:	Kansas City, MISSOURI 64114-0310		
ATTORNEY DOCKET NUMBER:	115160-720990		
NAME OF SUBMITTER:	Craig M. Spierer		
SIGNATURE:	/Craig M. Spierer/		
DATE SIGNED:	03/07/2022		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS AND RELATED APPLICATIONS

THIS TRADEMARK ASSIGNMENT (the “**Assignment**”) is made, executed and delivered by the undersigned Forager Group, Inc., a Delaware corporation (hereinafter referred to as “**Assignor**”) and Forager Logistics, LLC, a Delaware limited liability company (hereinafter referred as “**Assignee**”), effective as of January 31, 2022.

WHEREAS, the Assignor is the owner of the U.S. and foreign trademarks listed on Schedules 1 attached hereto (collectively the “**Assignor Marks**”);

WHEREAS, the Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title and interest in and to the Assignor Marks;

WHEREAS, Assignee is desirous of acquiring Assignor’s right, title and interest in said trademark registrations/applications together with the goodwill symbolized by the Assignor Marks, if any;

WHEREAS, the Assignor represents and warrants that (a) Assignor is the true and beneficial owner of the Assignor Marks and that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to anyone other than the Assignee by the Assignor, and that the Assignor hereby possesses the full right to convey the entire right, title and interest in the Assignor Marks as assigned herein; (b) Assignor has not sold, transferred or assigned the Assignor Marks to any third party nor will Assignor take any action, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein; and (c) the person executing this Assignment has been duly authorized by the Assignor to execute this Assignment on behalf of Assignor, and Assignor has the full right, power and authority to execute and deliver this Assignment and all the related documents to be executed and delivered hereunder as well as to consummate the transactions contemplated hereby and thereby which is not a breach of any other agreement.

WHEREAS, the Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee’s ownership of the Assignor Marks as may reasonably be requested by the Assignee from time to time.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, all of Assignor’s right, title and interest in said trademark applications together with all of the goodwill of the business in connection with the Assignor Marks and with the full right to sue in law or equity, in order to protect the Assignor Marks and the right to recover for any past or future infringement of the Assignor Marks and any and all other rights and remedies associated with the use, ownership and registration of the Assignor Marks throughout the world.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers in Austin, Texas, United States on this 7th day of March, 2022.

Assignor:

Forager Group, Inc.

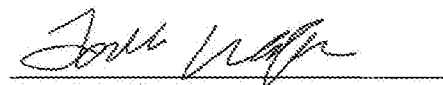


By: Matthew Silver

Its: Chief Executive Officer

Assignee:

Forager Logistics, LLC




By: Todd Wolfe


Its: SVP, General Counsel & Secretary

SCHEDULE 1
List of Trademarks

a. United States:






Mark	Serial No./Reg. No.	App. Date or Reg. Date
F LOGO 	Serial No. 88/591,724 Reg. No. 6,584,032	December 7, 2021
FORAGER	Serial No. 88/577,028 Reg. No. 6,584,025	December 7, 2021
SCOUT BY FORAGER	Serial No. 88/700,736 Reg. No. 6,209,013	December 1, 2020

b. Canada:

Mark	App. No./Reg. No.	App. Date or Reg. Date
F LOGO 	App. No. 1995548	November 13, 2019
FORAGER	App. No. 1990544	October 16, 2019
FORAGERSCORE	App. No. 1997286	November 21, 2019
FORAGERSCS	App. No. 1990543	October 16, 2019
SCOUT BY FORAGER	App. No. 1997282	November 21, 2019

c. Mexico:

Mark	App. No./Reg. No.	App. Date or Reg. Date

Mark	App. No./Reg. No.	App. Date or Reg. Date
FL LOGO 	App. No. M2147914	January 7, 2019
FL LOGO 	App. No. M2147915	January 7, 2019
F LOGO 	App. No. M2291456 Reg. No. 2093953	March 23, 2020
F LOGO 	App. No. M2291461 Reg. No. 2093957	March 23, 2020
F LOGO 	App. No. M2291465 Reg. No. 2097461	July 13, 2020
FORAGER	App. No. M2278238 Reg. No. 2234287	April 20, 2021
FORAGER	App. No. M2278242 Reg. No. 2092888	March 18, 2020
FORAGER	App. No. M2351735 Reg. No. 2238189	April 28, 2021
FORAGER	App. No. M2278240	October 17, 2019
FORAGER LOGISTICS	App. No. M2147920 Reg. No. 2058176	November 22, 2019
FORAGER LOGISTICS	App. No. M2147923 Reg. No. 1988024	April 5, 2019
FORAGERSCORE	App. No. M2295233 Reg. No. 2100175	July 21, 2020
FORAGERSCS	App. No. M2278243 Reg. No. 2235716	April 22, 2021

Mark	App. No./Reg. No.	App. Date or Reg. Date
FORAGERSCS	App. No. M2278247 Reg. No. 2092889	March 18, 2020
FORAGERSCS	App. No. M2351736 Reg. No. 2238190	April 28, 2021
FORAGERSCS	App. No. M2278244	October 17, 2019
SCOUT BY FORAGER	App. No. M2295232 Reg. No. 2100174	July 21, 2020