

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Equipment Shop, Incorporated		05/19/2022	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	ARK Therapeutic Services, Inc.		
Street Address:	703 Clemson Road		
City:	Columbia		
State/Country:	SOUTH CAROLINA		
Postal Code:	29229		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97204145	MAROON SPOON	
CORRESPONDENCE DATA			
Fax Number:	6173453299		
<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>			
Email:	trademarks@burnslev.com		
Correspondent Name:	Deborah J Peckham		
Address Line 1:	Burns & Levinson LLP, 125 High Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	28667.00000		
NAME OF SUBMITTER:	Deborah J Peckham		
SIGNATURE:	/Deborah J Peckham/		
DATE SIGNED:	07/23/2022		
Total Attachments: 3			
source=20220519 Assignment to ARK Therapeutic Services, Inc EXECUTED#page1.tif			
source=20220519 Assignment to ARK Therapeutic Services, Inc EXECUTED#page2.tif			
source=20220519 Assignment to ARK Therapeutic Services, Inc EXECUTED#page3.tif			

OP \$40.00 97204145

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (Assignment"), dated as of May 19, 2022 (the "Effective Date") is made and entered into by Equipment Shop, Incorporated, a Massachusetts corporation (the "Assignor") in favor of ARK Therapeutic Services, Inc., a South Carolina corporation (the "Assignee"). The Assignor and Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, under the terms of an Asset Purchase Agreement dated as of the Effective Date hereof, signed between the Parties, Assignor sold, conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms the terms of the Asset Purchase Agreement and irrevocably conveys, transfers, and assigns to Assignee, all of Assignor's right, title, and interest in and to the trademarks, tradenames and business names listed on the attached Schedule A, including all registrations and applications set forth on said Schedule, 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; and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, (disclaimers thereof), covenants, agreements, and indemnities (if any) 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.

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

EQUIPMENT SHOP, INCORPORATED

By: 

Name: Kenneth D. Larson

Title: President

Address for Notices: 79 Pine Hill Road
Bedford, MA 01730

TRADEMARK

REEL: 007799 FRAME: 0170

SCHEDULE A

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Common Law (Unregistered) Trademarks

MAROON SPOON

FLEXI CUT CUPS

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date
MAROON SPOON	US	97204145	Jan. 5, 2022