

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM785262

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JAX Management, Inc.		02/01/2023	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marco Rubber & Plastics, LLC		
<b>Street Address:</b>	35 Woodworkers Way		
<b>City:</b>	Seabrook		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03874		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5571709	JET HOME BREWING SUPPLY	
<b>Registration Number:</b>	6229989	WICKED SEALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2162410816		
<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>			
<b>Phone:</b>	2166228200		
<b>Email:</b>	ipdocket@calfee.com		
<b>Correspondent Name:</b>	Mark McDougall		
<b>Address Line 1:</b>	1405 East Sixth Street		
<b>Address Line 2:</b>	The Calfee Building		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	39619.03901		
<b>NAME OF SUBMITTER:</b>	Mark W. McDougall		
<b>SIGNATURE:</b>	/Mark W. McDougall/		
<b>DATE SIGNED:</b>	02/07/2023		
<b>Total Attachments: 6</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is entered into as of February 1, 2023 (the “Effective Date”), by and between JAX Management, Inc., a Nevada Corporation with an address of 3245 E Patrick Lane, Las Vegas, NV 89120 (“Assignor”), and Marco Rubber & Plastics, LLC, a New Hampshire limited liability company with an address of 35 Woodworkers Way, Seabrook, NH 03874 (“Assignee”).

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), by and between Assignor, Assignee and others, Assignor has sold, conveyed, assigned and transferred to Assignee, among other assets, all of Assignor’s right, title and interest in and to the Assigned Trademark Rights (as defined herein), and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding Governmental Authorities in any applicable jurisdictions.

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

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and without limiting or modifying the Purchase Agreement, Assignor hereby absolutely, irrevocably, and unconditionally sells, conveys, assigns, and transfers to Assignee (on behalf of itself and its successors and permitted assigns), and Assignee hereby accepts, all of any of Assignor’s worldwide right, title, and interest in and to the Intellectual Property Rights, free and clear of all Liens of any kind whatsoever, including without limitation, in and to the following (collectively, the “Assigned Trademark Rights”):

(a) The trademarks, service marks, trade dress, logos, trade names, corporate names and fictitious names, and any registrations and applications for any of the foregoing, set forth in Schedule I hereto (the “Trademarks”), and including all goodwill associated with, or symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the Trademarks 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 Trademarks; and

(d) any and all claims and causes of action with respect to any of the Trademarks, whether accruing before, on, or after the date hereof, including all rights to prosecute, sue, enforce, collect, recover, or retain damages, costs, or attorneys’ fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or disclosure, or other violation of any Trademarks and all claims for profits, proceeds, damages, restitution, and injunctive and all other legal and equitable relief related thereto, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages,

all said rights to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full term of the Assigned Trademark Rights as fully and entirely as the same would have been held by Assignor had this assignment not been made.

2. Recordation and Further Actions. Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding Governmental Authorities in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee, to record Assignee as the assignee and owner of the Trademarks, and to issue any and all registrations from any and all applications for registration included in the Trademarks in and to the name of Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such commercially reasonable steps and actions, and provide such commercially reasonable 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 Assigned Trademark Rights to Assignee, or any Assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark 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 Assigned Trademark Rights. The representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded, modified or expanded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this Trademark Assignment, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of the Purchase Agreement or the grant, conveyance, transfer or assignment to Assignee of Assignor's rights, title, and interest in and to the Assigned Trademark Rights pursuant to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Execution in Counterparts. This Trademark Assignment may be executed and delivered (including, where permitted by applicable Law or Governmental Authority, via facsimile or scanned .pdf image) in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signed copy of this Trademark 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 Trademark Assignment, provided, however, that if an original signature and/or any other formalities are required by any Governmental Authority, then the parties hereto shall, at Assignee's sole cost and expense, amend, execute, and revise this Trademark Assignment in accordance therewith and in satisfaction thereof.

5. Binding Effect. This Trademark 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 Trademark Assignment (and any claim or controversy arising out of or relating to this Trademark Assignment) shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of the conflict of law principles thereof. Except as otherwise provided in Section 5(d)(iii) of the Purchase Agreement, each party hereto agrees that any claim relating to this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located in New Castle County, Delaware and all objections to personal jurisdiction and venue in any action, suit or proceeding so commenced are hereby expressly waived by all parties hereto. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY

APPLICABLE STATUTES OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND A TRIAL BY JURY.

[SIGNATURE PAGE FOLLOWS]

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

**ASSIGNOR:**

**JAX Management, Inc.**

By: 

Name: Dwight A. Clark

Title: President

**ASSIGNEE:**

**Marco Rubber & Plastics, LLC**

By: \_\_\_\_\_

Name: Christopher K. Jones

Title: Vice President

[Signature Page to the Trademark Assignment Agreement]

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

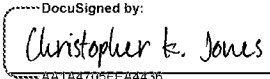
**ASSIGNOR:**

**JAX Management, Inc.**

By: \_\_\_\_\_  
Name: Dwight A. Clark  
Title: President

**ASSIGNEE:**

**Marco Rubber & Plastics, LLC**

DocuSigned by:  
By:  \_\_\_\_\_  
Name: Christopher K. Jones  
Title: Vice President

[Signature Page to the Trademark Assignment Agreement]

**SCHEDULE I**

**ASSIGNED TRADEMARK RIGHTS**

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
US	JET HOME BREWING SUPPLY	Registered	5,571,709	9/25/2018	JAX Management, Inc.
US	WICKED SEALS	Registered	6,229,989	12/22/2020	JAX Management, Inc.