#### 900792353 08/10/2023

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM830948

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900786280

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sandbox Medical LLC		07/12/2023	Limited Liability Company:

#### **RECEIVING PARTY DATA**

Name:	CHS USA INC	
Street Address: 200 Kelly Drive		
City:	Peachtree City	
State/Country:	GEORGIA	
Postal Code: 30269		
Entity Type: Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4505927	JOLLYPOP

#### CORRESPONDENCE DATA

Fax Number:

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.

Phone: 973-339-7367

mcukor@mcgearycukor.com Email:

**Correspondent Name:** Michael Cukor

Address Line 1: 150 MORRISTOWN ROAD

Address Line 2: SUITE 205

Address Line 4: Bernardsville, NEW JERSEY 07924

ATTORNEY DOCKET NUMBER:	CHS ASSIGNMENT
NAME OF SUBMITTER:	Michael Cukor
SIGNATURE:	/Michael Cukor/
DATE SIGNED:	08/10/2023

#### **Total Attachments: 3**

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**TRADEMARK** REEL: 008162 FRAME: 0568 900792353

#### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement"), effective as of July 12, 2023 (the "Effective Date") is made and entered into by and among Sandbox Medical LLC ("Assignor"), a Massachusetts Limited Liability Corporation with a principal place of business at 750 Corporate Park, Pembroke, MA 02359, and CHS USA INC ("Assignee"), a Delaware Corporation having a place of business at 200 Kelly Drive, Peachtree City, GA 30269-1921.

**WHEREAS**, Assignor is the owner of the registrations identified in Schedule A (the "Trademarks");

**WHEREAS**, Assignor desires to transfer all rights, title and interest in and to the Trademarks to Assignee;

WHEREAS, Assignee desires to acquire all of Assignor's rights, title and interest in and to the Trademarks and to be a successor to all of Assignor's business conducted under the Trademarks;

WHEREAS, Assignor has Registered the Trademarks on the Principal Register of the United States Patent and Trademark Office; and

WHEREAS, the business activities covered by the Trademarks are and have been ongoing and existing since at least the first uses in commerce for each of the Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably sell, assign, grant and transfer to Assignee, its entire worldwide right, title and interest in and to the Trademarks, including all common law rights, along with the goodwill of the business symbolized by the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment

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## Agreement.

This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment Agreement, and to issue or transfer the said trademark record(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed as of the Effective Date.

### **ASSIGNOR:**

For Sandbox Medical LLC

Read McCarty

Name: Read McCarty

Title: Principal Date: July 12, 2023

#### **ASSIGNEE:**

CHS USA INC.

Name: Mike Canzoneri Title: President & CEO Date: July 12, 2023

# **SCHEDULE A**

No.	Trademark	Application	Filing	Registration	Registration	Class	Country
		Number	Date	Number	Date		
1	JOLLYPOP	85569301	Mar. 14,	4505927	Apr. 01, 2014	010	US
			2012				

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