

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2


ETAS ID: TM832132

<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>
Xerk Industries Inc.		07/24/2023	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brava Brands, LLC		
<b>Street Address:</b>	11701 Bee Caves Rd Ste 215		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78738		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5489127	BRICK LOOT	
<b>Registration Number:</b>	5505705	BRICK LOOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015311929		
<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>	801-994-4646		
<b>Email:</b>	docket@kba.law		
<b>Correspondent Name:</b>	Scott C. Hilton		
<b>Address Line 1:</b>	50 W. Broadway, Ste. 1000		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84101		
<b>NAME OF SUBMITTER:</b>	Scott C. Hilton		
<b>SIGNATURE:</b>	/Scott C. Hilton/		
<b>DATE SIGNED:</b>	08/15/2023		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is entered into as of July 24, 2023 (the “*Effective Date*”), by and between Xerk Industries Inc. dba Brick Loot, an Illinois corporation (“*Assignor*”), and Brava Brands, LLC, a Texas limited liability company (“*Assignee*”).

WHEREAS, Assignor has exercised control over the use of and has ownership of all trademarks, trademark registrations, trademark applications and other trademark rights together with all goodwill associated with the mark “BRICK LOOT,” including U.S. Trademark Registration Number 5,489,127, filed on April 14, 2015; and the BRICK LOOT logo design mark () including U.S. Trademark Registration Number 5,505,705, filed on April 14, 2015 (the “*Assigned Trademarks*”), and whereas Assignor has agreed to sell, assign, transfer, convey and deliver certain assets to Assignee, including, without limitation, all of Assignor’s right, title and interest in and to the Assigned Trademarks, and Assignee has agreed to purchase from Assignor all of Assignor’s right, title and interest in, to and under the Assigned Trademarks; and

NOW, THEREFORE, for good and valuable consideration given and received, the receipt and legal sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, free and clear of all encumbrances, and Assignee hereby accepts all right, title, and interest in, to, and under the Assigned Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Assigned Trademarks, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.
2. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any other trademark office or applicable governmental agency in each applicable jurisdiction to record this Assignment and to issue any and all trademark registrations or other governmental grants or issuances that have been or may be granted upon any of the Assigned Trademarks to and in the name of Assignee.
3. This Assignment, the rights and obligations of the parties hereto, and any claim or controversy directly or indirectly based upon, arising out of or related to, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory) shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.
4. This Assignment is binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

**TRADEMARK**

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be adopted, approved, certified, executed, and acknowledged by a duly authorized person, effective on the date above written.

**ASSIGNOR:**

**Xerk Industries Inc. dba Brick Loot**

By: erin krex  
Name: Erin Krex  
Title: President

**ASSIGNEE:**

**Brava Brands, LLC**

Neil Spencer

By: Neil Spencer  
Name: Neil Spencer  
Title: Partner