

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM835733

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Secured Party Bill of Sale		
<b>RESUBMIT DOCUMENT ID:</b>	900777544		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bespoke Financial, Inc.		02/24/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pipp Mobile Storage Systems, Inc.		
<b>Street Address:</b>	2966 Wilson Drive, N.W.		
<b>City:</b>	Walker		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49534		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97673263	ECO GLIDE	
<b>Serial Number:</b>	97673230	DRY GLIDE	
<b>Serial Number:</b>	97499894	SLAB TRAYS	
<b>Serial Number:</b>	97468206	VERTICAL SIMPLICITY	
<b>Serial Number:</b>	97274132	AG GLIDE	
<b>Serial Number:</b>	97274101	GROW DECK	
<b>Serial Number:</b>	97031665	CLONEGLIDE	
<b>Serial Number:</b>	97031660	CUREGLIDE	
<b>Serial Number:</b>	97031658	DRIGLIDE	
<b>Serial Number:</b>	97031650	GROWCLONE	
<b>Serial Number:</b>	97031640	AIRGLIDE	
<b>Registration Number:</b>	6049598	G GROW GLIDE	
<b>Registration Number:</b>	6020346	GROW GLIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6169755505		
<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>	16169755500		

**Email:** clark@gardner-linn.com  
**Correspondent Name:** Gardner, Linn, Burkhart & Ondersma LLP  
**Address Line 1:** 2900 charlevoix Dr., SE, Suite 300  
**Address Line 4:** Grand Rapids, MICHIGAN 49546

**ATTORNEY DOCKET NUMBER:** PIP01 A-MISC

**NAME OF SUBMITTER:** Matthew D. Kendall

**SIGNATURE:** /mdk/

**DATE SIGNED:** 08/30/2023

**Total Attachments: 15**

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**SECURED PARTY BILL OF SALE**

**THIS SECURED PARTY BILL OF SALE** (this “Bill of Sale”) is entered into as of February 24, 2023 (the “Execution Date”), by and between Bespoke Financial, Inc., a California Corporation (“Secured Party”), Pipp Mobile Storage Systems, Inc., a Delaware Corporation (the “Purchaser”), and Grow Glide Inc., a Delaware Corporation (the “Company”).

**RECITALS**

**WHEREAS**, the Company and Secured Party are parties to that certain Loan and Security Agreement (the “Loan,” and such agreement, the “Loan Agreement”), effective as of June 24, 2022. All capitalized terms not otherwise defined in this Bill of Sale have the meanings ascribed to them in the Loan Agreement;

**WHEREAS**, in connection with the Loan Agreement, Secured Party was granted a first priority security interest in and lien on all assets of the Company (as defined in the Loan Agreement, the “Collateral”);

**WHEREAS**, Secured Party’s security interests in the Collateral was perfected by the filing of a UCC-1 Financing Statement with the Delaware Department of State recorded on October 4, 2021 as file number 20217908917;

**WHEREAS**, certain defaults and Events of Default under the Loan Agreement have occurred and are continuing;

**WHEREAS**, in accordance with the Loan Agreement, Secured Party provided the Company with notice of default, accelerated the Loan, and exercised its enforcement rights with respect to the Collateral;

**WHEREAS**, in accordance with its enforcement rights under the Loan Agreement, Secured Party has elected to conduct a public asset sale of the Collateral in accordance with Article 9-610 of the Uniform Commercial Code (the “Public Sale”);

**WHEREAS**, on February 11, 2023, Secured Party delivered the *Notification of Disposition of Collateral* (the “Notice of Disposition”) to the Company and ACH Capital West, LCC, pursuant to which Secured Party provided notice of the Public Sale to be held on February 23, 2023 and described the Collateral to be sold in connection therewith;

**WHEREAS**, on February 23, 2023, Secured Party, through a third-party Auctioneer PPL Group LLC, conducted the Public Sale of the Collateral;

**WHEREAS**, Purchaser was the successful bidder at the Public Sale, having agreed to purchase the Collateral described on Schedule A attached hereto (collectively, the “Purchased Assets”), in exchange for a cash payment in the amount of  
(the “Purchase Price”); and

**WHEREAS**, Purchaser has agreed that the Purchase Price shall be paid in full via wire transfer of immediately available funds in accordance with the wire instructions attached hereto as Schedule C by no later than February 24, 2023, and that Purchaser shall be responsible for the payment of all sales, use, withholding, value-added, gross receipts, excise, registration, stamp, duty, transfer and other similar taxes or governmental fees relating to the transfer of the Purchased Assets contemplated by this Bill of Sale.

**NOW, THEREFORE**, for and in consideration of payment in full of the Purchase Price in accordance with the terms hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby conveys to Purchaser all of Secured Party's right, title and interest in and to the Purchased Assets, wherever located.

Secured Party warrants that Secured Party is selling the Purchased Assets as a secured party under the Uniform Commercial Code, and Secured Party warrants that (i) it has a valid security interest in the Purchased Assets and is lawfully foreclosing on the Purchased Assets, and (ii) this sale shall convey all of the Company's interest in the Purchased Assets free and clear of Secured Party's lien and liens that are subordinate to Secured Party's lien pursuant to Article 9 of the Uniform Commercial Code (the "Secured Party Warranties"). The Purchaser warrants that (i) it has conducted all inspections, reviews and other due diligence deemed to be necessary and appropriate by Purchaser with respect to the Purchased Assets, and has made an informed and independent decision with respect to this Bill of Sale; and (ii) except as set forth herein, Secured Party has not made any representation, warranty, statement of fact, or expression of opinion to Purchaser with regard to the Purchased Assets and Secured Party is not now and was not previously under any duty to do so (the "Purchaser Warranties").

Except for the Secured Party Warranties and the Purchaser Warranties, this sale is made "AS IS" and "WHERE IS" and without warranties or representations of any kind or nature and without recourse in any event. Without limiting the generality of the foregoing, Secured Party EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with respect to the Purchased Assets. Secured Party also expressly disclaims all warranties of title, possession, completeness, quiet enjoyment, and deliverability of the Purchased Assets. By its acceptance of this Bill of Sale, the Purchaser acknowledges and agrees that Secured Party is not a merchant with respect to the Purchased Assets. The Purchaser acknowledges and agrees that Secured Party shall be under no obligation to cause delivery of control or possession of the Purchased Assets to Purchaser. Purchaser understands and acknowledges that Company, and not Secured Party, is in possession and control of the Purchased Assets. The Company hereby agrees to promptly turn over control and possession of the Purchased Assets to Purchaser. The transfer of certain of the Company's intellectual property will be subject to the Intellectual Property Transfer Agreement attached hereto as Schedule B.

This Bill of Sale is to be construed according to the laws of the State of New York.

IN WITNESS WHEREOF, Secured Party executed this Bill of Sale as of February 24, 2023.

**SECURED PARTY:**  
**BESPOKE FINANCIAL, INC.**

DocuSigned by:  
*George Mancheril*  
By: \_\_\_\_\_  
Name: George Mancheril  
Title: Chief Executive Officer

**ACKNOWLEDGED:**  
**PURCHASER:**

**PIPP MOBILE STORAGE SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: Craig J. Umans  
Title: President and Chief Executive Officer

**ACKNOWLEDGED:**  
**COMPANY:**

**GROW GLIDE INC.**

By: \_\_\_\_\_  
Name: Darin Siples  
Title: President

[SIGNATURE PAGE – SECURED PARTY BILL OF SALE]

IN WITNESS WHEREOF, Secured Party executed this Bill of Sale as of February 24, 2023.

**SECURED PARTY:**  
**BESPOKE FINANCIAL, INC.**

By: \_\_\_\_\_  
Name: George Mancheril  
Title: Chief Executive Officer

**ACKNOWLEDGED:**  
**PURCHASER:**

**PIPP MOBILE STORAGE SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: Craig J. Umans  
Title: President and Chief Executive Officer

**ACKNOWLEDGED:**  
**COMPANY:**

**GROW GLIDE INC.**

By: \_\_\_\_\_  
Name: Darin Siples  
Title: President

[SIGNATURE PAGE – SECURED PARTY BILL OF SALE]

ACTIVE/121583728.8

**TRADEMARK**  
**REEL: 008183 FRAME: 0234**

IN WITNESS WHEREOF, Secured Party executed this Bill of Sale as of February 24, 2023.

SECURED PARTY:  
BESPOKE FINANCIAL, INC.

By: \_\_\_\_\_  
Name: George Marchetti  
Title: Chief Executive Officer

ACKNOWLEDGED:  
PURCHASER:

PIPP MOBILE STORAGE SYSTEMS, INC.

By: \_\_\_\_\_  
Name: Craig J. Umans  
Title: President and Chief Executive Officer

ACKNOWLEDGED:  
COMPANY:

GROW GLIDE INC.

By:   
Name: Darin Siples  
Title: President

[SIGNATURE PAGE - SECURED PARTY BILL OF SALE]

ACTIVE11/28/2023

**SCHEDULE A**  
**Purchased Assets**

The following are Purchased Assets:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
10. All rights to any claim, action, cause of action or similar demand or inquiry, of any nature available to or being pursued by Grow Glide to the extent related to the business of Grow Glide or the Purchased Assets, whether arising by way of counterclaim or otherwise, *provided that* any such claim, action, cause of action, or similar demand or inquiry shall only be included if they arise out of the Purchased Assets.
- 11.
12. All of Grow Glide's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets.
13. Any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) patents; (b) trademarks; (c) copyrights; (d) internet domain names and social media account or user names, whether or not trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, and all patents, registrations, applications for registration, and renewals thereof; (g) trade secrets; (h) software; and (i) all other intellectual or industrial property and proprietary rights, that, in each case, is owned by Grow Glide and used or held for use in the conduct of the business of Grow Glide as currently conducted, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Grow Glide with respect to such intellectual property; and (ii) claims and causes of action with respect to such intellectual property, whether



accruing before, on, or after the date hereof/accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof (collectively the “Intellectual Property Assets”).

14. Originals, or where not available, copies, of all books and records, including, but not limited to,

material and research and files relating to the Intellectual Property Assets.

15. All goodwill and the going concern value of the business of Grow Glide.

For further clarification, the foregoing includes the balance sheet items as of January 30, 2023 that shall be included as Purchased Assets:

*As of January 30, 2023*

Balance sheet Account

Amount

For the avoidance of doubt, the following shall be excluded assets and not included in the

Purchased Assets:

## **SCHEDULE B**

### **Intellectual Property Transfer Agreement**

This Intellectual Property Transfer Agreement (the “Agreement”) is hereby entered into on February 24, 2023 (the “Effective Date”), by and between Bespoke Financial, Inc., a California Corporation (“Secured Party”), Grow Glide Inc., a Delaware Corporation (the “Company”), and Pipp Mobile Storage Systems, Inc., a Delaware Corporation (the “Purchaser”).

### **RECITALS**

**WHEREAS**, the Company is the registered owner of certain patent, trademarks and service marks registered in the United States Patent and Trademark Office, (hereinafter collectively referred to as the “Intellectual Property”), identified on Exhibit 1 hereto;

**WHEREAS**, in connection with that certain Loan and Security Agreement, dated as of June 24, 2022, between Secured Party and the Company (the “Loan Agreement”), Secured Party was granted a first priority security interest in and lien on all assets of the Company (as defined in the Loan Agreement, the “Collateral”), including the Intellectual Property;

**WHEREAS**, the Company defaulted on its obligations under the Loan Agreement and Secured Party has exercised its post-default rights of foreclosure of its security interests in and to the Collateral, including the Intellectual Property, and held a public sale under Article 9 of the Uniform Commercial Code (the “Public Sale”);

**WHEREAS**, following the exercise of such post-default remedies, the Public Sale was conducted and Purchaser was selected as the winning bidder at such sale;

**WHEREAS**, contemporaneously herewith, Secured Party and Purchaser are entering into a Secured Party Bill of Sale Agreement (the “Bill of Sale”) pursuant to which, for good and valuable consideration, Secured Party is assigning, granting, conveying, transferring, and setting over to Purchaser all of Secured Party’s right, title and interest in and to, among other things, the Intellectual Property;

**WHEREAS**, pursuant to the Bill of Sale and this Agreement, Secured Party desires to transfer to the Purchaser all of Secured Party’s right, title and interest in and to the Intellectual Property;

**WHEREAS**, in accordance with Section 9-619(b) of the Uniform Commercial Code, Purchaser is entitled to a transfer of record of all right, title and interest of Secured Party’s (if any) and Company’s rights in and to the Intellectual Property and associated goodwill;

**WHEREAS**, request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to the Purchaser;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth in the Bill of Sale between Secured Party and Purchaser dated February 24, 2023, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Secured Party, Company, and Purchaser hereby agree as follows:

1. Secured Party sells, assigns and transfers unto Purchaser all of Secured Party's right, title and interest in and to the Intellectual Property, together with the right to file all divisionals, continuations, continuations-in-part, reissue, reexaminations and extensions thereof, together with the right to sue for and recover all claims for damages for all infringements, including the right of recovery for past infringements thereof, the same to be held and enjoyed by Purchaser for its own use and benefit and the use and benefit of its successors and assigns, fully and entirely for the full term or terms of all such rights.

2. This Agreement has been executed and delivered by Secured Party to be used for recording this Agreement with the appropriate government entity. At Purchaser's sole cost and expense, Secured Party shall execute and deliver such other documents and take all other actions which Purchaser, its successors and/or assigns may reasonably request to effect the terms of this Agreement and to perfect Purchaser's right, title and interest in and to the Intellectual Property, including, without limitation, its recordation in relevant state and national patent offices.

3. Each of Secured Party and the Company hereby authorize and request that the United States Patent and Trademark Office record this Agreement and accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to the Purchaser.

4. The Company hereby agrees to cooperate with Purchaser to effect the transfer of the Intellectual Property, at Purchaser's expense.

5. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Agreement by electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

6. This Agreement may not be supplemented, altered, or modified in any manner, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Agreement shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of New York, without giving effect to any principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party executed this Agreement as of February 24, 2023.

**SECURED PARTY:**  
**BESPOKE FINANCIAL, INC.**

DocuSigned by:  
*George Mancheril*  
By: \_\_\_\_\_  
Name: George Mancheril  
Title: Chief Executive Officer

**ACKNOWLEDGED:**  
**PURCHASER:**

**PIPP MOBILE STORAGE SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: Craig J. Umans  
Title: President and Chief Executive Officer

**ACKNOWLEDGED:**  
**COMPANY:**

**GROW GLIDE INC.**

By: \_\_\_\_\_  
Name: Darin Siples  
Title: President

IN WITNESS WHEREOF, Secured Party executed this Agreement as of February 24, 2023.

**SECURED PARTY:**  
**BESPOKE FINANCIAL, INC.**

By: \_\_\_\_\_  
Name: George Mancheril  
Title: Chief Executive Officer

**ACKNOWLEDGED:**  
**PURCHASER:**

**PIPP MOBILE STORAGE SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: Craig J. Umans  
Title: President and Chief Executive Officer

**ACKNOWLEDGED:**  
**COMPANY:**

**GROW GLIDE INC.**

By: \_\_\_\_\_  
Name: Darin Siples  
Title: President

IN WITNESS WHEREOF, Secured Party executed this Agreement as of February 24, 2023.

SECURED PARTY:  
RESPOKE FINANCIAL, INC.

By: \_\_\_\_\_  
Name: George Marchetti  
Title: Chief Executive Officer

ACKNOWLEDGED:  
PURCHASER:

PIPP MOBILE STORAGE SYSTEMS, INC.

By: \_\_\_\_\_  
Name: Craig J. Umans  
Title: President and Chief Executive Officer

ACKNOWLEDGED:  
COMPANY:

GROW GLIDE INC.

By:   
Name: Darrin Siples  
Title: President

**Exhibit 1**

**Assigned IP**

**Patents**

Patent Number	Publication Number	Application Number	Assignee Name
11304525	20200268152	16802036	Grow Glide Inc.
None	20220098881	17471955	Grow Glide Inc.
None	20220218108	17657156	Grow Glide Inc.
None	20220322616	17717411	Grow Glide Inc.
None	None	63389672	Grow Glide Inc.
None	None	63173137	Grow Glide Inc.
None	None	63383340	Grow Glide Inc.

**Trademarks**

Registration Number
6,049,598
6,020,346



**SCHEDULE C**

Amount	
Bank Name	CIBC 120 South LaSalle Chicago, IL 60603
Phone#	(312) 564-6800 Option #1
ABA#	
SWIFT	
Customer Name:	PPL Group LLC Escrow 105 Revere Dr., Suite C Northbrook, IL 60062
Account number:	