

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
haytak, LLC		11/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RSK Group, LLC		
Street Address:	1316 Chilhowee Avenue		
City:	Maryville		
State/Country:	TENNESSEE		
Postal Code:	37801		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6382054	HAYSTAK	
CORRESPONDENCE DATA			
Fax Number:	2124903038		
<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>			
Phone:	2124903000		
Email:	alexandra.deplas@wilsonelser.com, trademark@wilsonelser.com, adam.bialek@wilsonelser.com, bernice.margolis@wilsonelser.com		
Correspondent Name:	Alexandra Deplas		
Address Line 1:	150 East 42nd Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	TM ASSIGN haystak 6382054		
NAME OF SUBMITTER:	Alexandra Deplas		
SIGNATURE:	/Alexandra Deplas/		
DATE SIGNED:	12/12/2023		
Total Attachments: 3			
source=Haystak Trademark Assignment to RSK GROUP, LLC_effective 9-27-23 signed 11-29-23#page1.tif			
source=Haystak Trademark Assignment to RSK GROUP, LLC_effective 9-27-23 signed 11-29-23#page2.tif			
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CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

This Confirmatory Trademark Assignment Agreement ("Assignment") is entered into as of September 27, 2023 (the "Effective Date"), by and between haystak, LLC ("haystak"), a Delaware limited liability company, with its principal place of business located at 1316 Chilhowee Avenue, Maryville, TN 37801 ("Assignor") and RSK Group, LLC ("RSK"), a Tennessee limited liability company, with its principal place of business located at 1316 Chilhowee Avenue, Maryville, TN 37801 ("Assignee").

WHEREAS, Assignor owns a vast portfolio of intellectual property, including but not limited to the following intellectual property:

- (i) The trademark and related goodwill to the stylized mark HAYSTAK (U.S. Reg. No. 6382054), including the literal elements of same (i.e., the word or name HAYSTAK) (the "Trademark"), and several other names, designs, and logos recognized under trademark common law;
- (ii) Several domain names, including haystak.app;
- (iii) All branding, design, names, images, and text created in connection with the construction and offering of the haystak application or product (the "haystak app"); and
- (iv) All code related to the haystak app as of June 30, 2023, and other work product related to the haystak app and haystak program, tool, and service, which is not otherwise specifically owned by enCapsa Technology, LLC ("enCapsa"), RSK, or and Key Discovery Consulting Inc. ("KDCI").

Items (i) through (iv) are collectively referred to herein as the "haystak IP".

WHEREAS, in furtherance of the dissolution of haystak and the contributions made therein by RSK, enCapsa, and KDCI, Assignor has agreed to transfer, convey, assign, and deliver to Assignee, and Assignee wishes to acquire all of Assignor's right, title, and interest in and to the haystak IP and related goodwill.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and referred to in the Dissolution Agreement entered into by the Members of haystak, the parties agree as follows (the Whereas clauses are deemed part of the Assignment):

I. Assignment. The Assignor hereby assigns, contributes, conveys, and transfers to the Assignee, and the Assignee hereby takes and accepts all rights, title and interest in and to the haystak IP, including, but not limited to, all domain names related to the haystak app and the business of haystak, any and all content on the websites associated with the domain names, all branding, design, images and text related to the creation and offering of the haystak app or business, all code related to the haystak app as of June 30, 2023 that was not specifically owned by enCapsa, RSK or KDCI and any trademarks or other intellectual property or proprietary rights based on or related to the haystak IP, including the trademark registered under U.S. Reg. No.

6382054, and the right to pursue all causes of action arising out of or related to the rights in and to the haystak IP, whether arising before or after the Effective Date, including all accrued causes of action, the same to be held by the Assignee, as fully and effectually as they would have been held by the Assignor had this assignment not taken place.

a. Code Not Specifically Owned by enCapsa

Following the assignment from haystak to RSK, RSK assigns an undivided half interest in all code related to the haystak product as of June 30, 2023, not specifically owned by enCapsa as part of the enCapsa Software License Agreement with haystak (the "enCapsa License") to KDCI such that all code related to the haystak product as of June 30, 2023, not specifically owned by enCapsa as part of the enCapsa License with haystak will be jointly owned by KDCI and RSK, which Members shall be free to use such code as they see fit, without restriction or compensation to haystak or any other Member. The interest assigned to KDCI shall not be transferrable or assignable without the express written consent of RSK and without first offering RSK a right of first refusal to accept the transfer or assignment on terms similar to those offered to KDCI.

2. Further Action. Assignor and Assignee shall use their commercially reasonable efforts to execute and deliver such other documents, agreements, and other writings and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state.

4. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any Applicable Law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

5. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the parties, effective as of the Effective Date.

RSK GROUP, LLC

haystak, LLC

By: Robert Kite
Name: Robert Kite
Title: President

By: Robert Kite
Name: Robert Kite
Title: CEO

Sworn to and subscribed before me this 29
day of November, 2023.

Sworn to and subscribed before me this 29
day of November, 2023.

[Signature]
Notary Public

[Signature]
Notary Public

My commission expires:
01-25-2027

My commission expires:
01-25-2027

