

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Espresso Supply, Inc.		05/05/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Stainless Equipment and Parts LLC		
Street Address:	165 E. Main St.		
City:	Auburntown		
State/Country:	TENNESSEE		
Postal Code:	37016		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3625180	RATTLEWARE	
Registration Number:	5078104	RATTLEWARE	
Registration Number:	4922596	RW RATTLEWARE	
Registration Number:	5536380	RATTLEWARE CUPPING BREWER	
CORRESPONDENCE DATA			
Fax Number:	6098961469		
<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:	2152992081		
Email:	ipdocket@foxrothschild.com		
Correspondent Name:	Christopher D. Olszyk, Jr.		
Address Line 1:	997 Lenox Drive, Bldg. 3		
Address Line 4:	Lawrenceville, NEW JERSEY 08648-2311		
NAME OF SUBMITTER:	Christopher D. Olszyk, Jr.		
SIGNATURE:	/CDO/		
DATE SIGNED:	05/10/2021		
Total Attachments: 3			
source=Rattleware Intellectual Prop Assignment Agreement signed F. Kruger#page1.tif			
source=Rattleware Intellectual Prop Assignment Agreement signed F. Kruger#page2.tif			
source=Rattleware Intellectual Prop Assignment Agreement signed F. Kruger#page3.tif			

OP \$115.00 3625180

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Intellectual Property Assignment") dated May 5th, 2021, is entered into by and between Espresso Supply, Inc., a Washington corporation ("Seller") and Stainless Equipment and Parts, LLC, a Tennessee limited liability company ("Purchaser").

BACKGROUND

Purchaser is the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Purchaser and Seller, dated as of the date hereof (the "Purchase Agreement"). All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement.

Under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, the Intellectual Property Assets, and has agreed to execute and deliver this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and any other necessary entities, agencies, and bodies, in any applicable jurisdictions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the parties agree as follows:

1. Assignment. Seller hereby grants, assigns and conveys to Purchaser all of its right, title and interest in and to the Intellectual Property Assets, together with the goodwill of the business symbolized by the Intellectual Property Assets.
2. Title. Seller hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Intellectual Property Assets, or in any other way encumbered the same except as has been fully released as of the date hereof, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Intellectual Property Assets.
3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Commissioner for Patents in the Patent and Trademark Office, the Register of Copyrights in the United States Copyright office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 necessary to effect, evidence, or perfect the assignment of the Intellectual Property Assets to Purchaser, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Intellectual Property Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

5. Counterparts. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Intellectual Property 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 Intellectual Property Assignment.

6. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

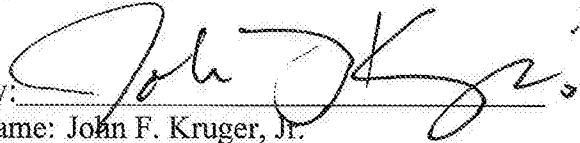
7. Governing Law. This Intellectual Property Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Intellectual Property Assignment Agreement to be executed as of the date set forth above.

SELLER:

Espresso Supply, Inc.

By: 
Name: John F. Kruger, Jr.
Title: President

PURCHASER:

Stainless Equipment and Parts, LLC

By: 
Name: Ed Schultz
Title: Managing Director