

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792687

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/22/2022
RESUBMIT DOCUMENT ID:	900755118

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RHINO TECHNOLOGIES, LLC		12/22/2022	Limited Liability Company: LOUISIANA
WORKBOOM, LLC		12/22/2022	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	BOOMNATION, INC.
Street Address:	800 Corporate Parkway
Internal Address:	Suite 108
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35242
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6268183	BOOMNATION
Registration Number:	6268182	BOOM NATION
Registration Number:	5934004	WORKBOOM
Serial Number:	97277229	THE TRENCH

CORRESPONDENCE DATA

Fax Number: 7138443030

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: 7138443003

Email: kelly.solomon@keanmiller.com

Correspondent Name: KELLY B. SOLOMON/KEAN MILLER LLP

Address Line 1: 400 CONVENTION STREET, SUITE 700

Address Line 4: BATON ROUGE, TEXAS 70802

ATTORNEY DOCKET NUMBER: 32793-2

NAME OF SUBMITTER:	KELLY B. SOLOMON
SIGNATURE:	/KELLY B. SOLOMON/
DATE SIGNED:	03/08/2023
Total Attachments: 3 source=32793-1 BoomNation Assignment#page1.tif source=32793-1 BoomNation Assignment#page2.tif source=32793-1 BoomNation Assignment#page3.tif	

***NUNC PRO TUNC* TRADEMARK ASSIGNMENT AGREEMENT**

This *NUNC PRO TUNC* TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December __, 2022, is made by RHINO TECHNOLOGIES, LLC, ("Rhino"), a Louisiana limited liability company, with a mailing address at 7353 Highland Rd. B328, Baton Rouge, Louisiana 70808, and WORKBOOM, LLC, a Louisiana Limited Liability Company ("Workboom")(Rhino and Workboom are collectively "Assignor") in favor of BOOMNATION, Inc. ("Assignee"), a Delaware corporation, with a principal place of business at 800 Corporate Parkway, Suite 108 Birmingham, Alabama, 35242.

WHEREAS, Assignor entered into a Bill of Sale and Contribution Agreement with Assignee's predecessor in interest, BoomNation, LLC, on or by February 6, 2020 (the "Assignment Date"), through which Assignor intended to assign to BoomNation, LLC, of Assignor's rights in the Acquired Trademarks (as defined herein), including any and all goodwill therein;

WHEREAS, BoomNation, LLC converted to BoomNation, Inc., and BoomNation, Inc., owns all rights, title, and interests formerly belonging to BoomNation, LLC;

WHEREAS, to the extent that the Bill of Sale and Contribution Agreement did not adequately convey the Acquired Trademarks, it is the intention of parties to memorialize the transfer of the Acquired Trademarks from Assignor to Assignee, *nunc pro tunc*, effective as of the Assignment Date;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following, to the extent any such rights may remain vested in Assignor:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule I hereto, the transfer of such applications accompanies the transfer of that portion of Assignor's business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse,

breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything to the contrary contained herein, it is the intention of the Parties that the assignment in the Acquired Rights is retroactively effective *nunc pro tunc* to the Assignment Date.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

5. Governing Law. This Trademark 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 Trademark 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 Louisiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Louisiana or any other jurisdiction).

**SIGNATURE PAGE TO
NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

RHINO TECHNOLOGIES, LLC

By: Kevin Landry

Name: Kevin Landry

Title: Manager

BOOMNATION, INC.

By: Brent Flavin

Name: **Brent Flavin**

Title: **Co-Founder / Co-Ceo**

WORKBOOM, LLC

By: Kevin Landry

Name: Kevin Landry

Title: Manager