

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7099295

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CARNIVORE CUTTING BOARDS CORP	09/21/2021
RECEIVING PARTY DATA		
Name:	CARNIVORE CUTTING BOARDS LLC	
Street Address:	4617 DALMAR RD.	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30342	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	D858225	
Patent Number:	D856761	
CORRESPONDENCE DATA		
Fax Number:		
<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:	6782520359	
Email:	CULLEN.BYRNE@COLEMANTALLEY.COM	
Correspondent Name:	CULLEN BYRNE	
Address Line 1:	3475 LENOX RD NE #400	
Address Line 4:	ATLANTA, GEORGIA 30326	
NAME OF SUBMITTER:	CULLEN BYRNE	
SIGNATURE:	/CULLEN BYRNE/	
DATE SIGNED:	12/30/2021	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
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ASSIGNMENT AND CONTRIBUTION AGREEMENT

THIS ASSIGNMENT AND CONTRIBUTION AGREEMENT (this "*Agreement*") is made to be effective as of September 21, 2021 (the "*Effective Date*"), by and among Carnivore Cutting Boards Corp ("*Carnivore Corp*"), a Florida corporation, Alexander Sorice, an individual resident of Florida ("*Sorice*" and together with Carnivore Corp, the "*Transferors*"), and Carnivore Cutting Boards LLC, a Georgia limited liability company ("*Carnivore LLC*" and together with Carnivore Corp, and Sorice, each, a "*Party*" and collectively, the "*Parties*")

WITNESSTH:

WHEREAS, Carnivore Corp owns the assets as set forth on Exhibit A (the "*Contributed Assets*");

WHEREAS, Sorice is the sole board member and owns one hundred percent (100%) of the issued and outstanding shares in Carnivore Corp, as the sole shareholder of Carnivore Corp;

WHEREAS, the Parties desire to enter into this Agreement pursuant to which, among other things, (i) Carnivore Corp will assign to Sorice all of Carnivore Corp's right, title, and interest in, to, and under the Contributed Assets (the "*Carnivore Corp Assignment*"), (ii) immediately following the completion of the Carnivore Corp Assignment, Sorice will contribute as a capital contribution to Carnivore LLC all of Sorice's right, title, and interest in, to, and under the Contributed Assets (the "*Carnivore LLC Contribution*").

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT:

1. Contribution. Carnivore Corp hereby assigns, delivers, transfers, and conveys to Sorice, and Sorice accepts from Carnivore Corp, all of Carnivore Corp's right, title, and interest in, to, and under the Contributed Assets. Immediately following the completion of the Carnivore Corp Contribution, Sorice hereby assigns, delivers, transfers, and conveys to Carnivore LLC, and Carnivore LLC accepts from Sorice, all of Sorice's right, title, and interest in, to, and under the Contributed Assets, free and clear of any security interest, pledge, lien, charge, mortgage, claim or other encumbrance (each, an "*Encumbrance*"), as a capital contribution of Sorice to Carnivore LLC.

2. No Liabilities. Carnivore LLC shall not assume any liabilities or obligations of the Transferors or their affiliates of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereafter created.

3. Consideration. As consideration for the Carnivore LLC Contribution and causing Carnivore Corp to make the Carnivore Corp Assignment, Carnivore LLC agrees to issue to Sorice a fifty percent (50%) membership interest in Carnivore LLC (the "*Sorice Interest*"). Upon issuance by Carnivore LLC of the Sorice Interest to Sorice, the Sorice Interest shall be duly authorized and validly issued, fully paid and non-assessable. Sorice is acquiring the Sorice Interest solely for its

own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Sorice acknowledges that the Sorice Interest is not registered under the Securities Act of 1933 (the "*Securities Act*"), or any state securities laws, and that the Sorice Interest may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. Sorice is able to bear the economic risk of holding the Sorice Interest for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

4. Representations and Warranties. The Transferors each represent and warrant the following to Carnivore LLC:

- a. Sorice is the sole board member and owns one hundred percent (100%) of the issued and outstanding shares in Carnivore Corp, as the sole shareholder of Carnivore Corp.
- b. At the time of their respective transfers, the Transferors each had good and valid title to all of the Contributed Assets, free and clear of Encumbrances. Carnivore LLC will obtain good and valid title to the Contributed Assets, free and clear of all Encumbrances.
- c. Each Transferor has full power and authority to enter into this Agreement, to carry out its obligations thereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by each Transferor of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite entity action on the part of Carnivore Corp. This Agreement has been duly executed and delivered by each of the Transferors, and (assuming due authorization, execution and delivery by any other parties thereto) constitute legal, valid and binding obligations of each Transferor, enforceable against it in accordance with their respective terms.
- d. The execution, delivery and performance by the Transferors of this Agreement, and the consummation of the transactions contemplated hereby, does not and will not: (a) violate or conflict with the articles of incorporation, by-laws or other organizational documents of Carnivore Corp or its affiliates; (b) violate or conflict with any judgment, order, decree or law applicable to either Transferor, any of their affiliates, or the Contributed Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which either Transferor or their affiliates are a party or otherwise bound or to which any of the Contributed Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Contributed Assets.

- e. The Transferors and their affiliates have complied, and are now complying, in all material respects with all federal, state and local laws and regulations applicable to Transferors' and their affiliates' conduct of business as it relates to ownership and use of the Contributed Assets.

5. Further Assurances. Carnivore Corp covenants that it will do, execute, and deliver, and will cause to be done, executed, and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney, and assurances for better conveying and confirming unto Sorice the Contributed Assets as Sorice shall reasonably require. Sorice covenants that he will do, execute, and deliver, and will cause to be done, executed, and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney, and assurances for better conveying and confirming unto Carnivore LLC the Contributed Assets as Carnivore LLC shall reasonably require.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party and such Party's respective successors and assigns.

7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Georgia, without giving effect to the choice of law principles thereof or of any other jurisdiction.

8. Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

9. Execution. This Agreement may be executed by facsimile, Portable Document Format (.pdf), or other electronic means. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

CARNIVORE CUTTING BOARDS CORP,
a Florida Corporation

By: 

Name: Alexander Sorice

Title: Authorized Signatory


Alexander Sorice

CARNIVORE CUTTING BOARDS LLC,
a Georgia limited liability company

By: 

Name: Blair T. Wood

Title: Managing Member

Exhibit A

Contributed Assets

1. United States Design Patent No. US D858,225 S and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof.
2. United States Design Patent No. US D856,761 S and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof.
3. Any derivative designs or other intellectual property related to the forgoing patents.
4. The website <http://www.carnivorecuttingboard.com/> including all content contained thereon.
5. The tradename "Carnivore Cutting Boards" and all derivatives thereof.
6. All rights of any kind whatsoever of Transferors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.
7. 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.
8. 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.
9. All descriptions, blueprints, designs, drawings, notes, workpapers, illustrations, materials and other documents related to any of the foregoing.