

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Powerthat LLC		03/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Batteries Plus, LLC		
Street Address:	925 Walnut Ridge Drive		
City:	Hartland		
State/Country:	WISCONSIN		
Postal Code:	53029		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2861063	POWER THAT LLC -- BATTERIES FOR EVERYTHING AND ANYTHING	
CORRESPONDENCE DATA			
Fax Number:	(612)632-4364		
Phone:	612.632.3357		
Email:	trademark@gpmlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jennifer C. Debrow		
Address Line 1:	P.O. Box 2906		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	BATTERIESPLUS -SPEER AGN		
NAME OF SUBMITTER:	Gwen Spurrier		
Signature:	/gds/		

CH \$40.00 2861063

Date:

03/22/2012

Total Attachments: 2

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DOMAIN NAME TRANSFER AND TRADEMARK ASSIGNMENT AGREEMENT

This Domain Name Transfer and Trademark Assignment Agreement (the "Agreement") is made and entered into as of March 8, 2012 (the "Effective Date"), between Batteries Plus, L.L.C. ("BP") and PowerThat, LLC ("PowerThat").

INTRODUCTION:

BP and PowerThat are parties to a mutual termination and settlement agreement under which PowerThat has agreed to transfer certain intellectual property to BP under the terms of this Agreement.

AGREEMENTS:

In consideration of the foregoing, the parties agree as follows:

1. **Transfer of Domain Names.** As of the Effective Date, PowerThat assigns to BP all rights, title and interest that PowerThat holds in and to the following domain names (the "Domain Names"):

- A. BATTERIESPLUSUS.COM
- B. BATTERIESUS.COM
- C. BATTERYPARTNER.COM
- D. POWERTHAT.CN
- E. POWERTHAT.COM
- F. ALLBATTERIESALLBULBS.COM

PowerThat agrees to cooperate with BP to transfer of the Domain Names to BP, including complying with all transfer procedures required by the applicable domain name registrars.

2. **Transfer of Trademark.** PowerThat is the owner of the trademark POWERTHAT LLC — BATTERIES FOR EVERYTHING AND ANYTHING, which is the subject of a federal registration (U.S. Reg. No. 2861063) (the "Mark"). As of the Effective Date, PowerThat assigns to BP all of PowerThat's rights, title and interest in and to the Mark, together with all associated good will and all related rights, including all applications and registrations in the US and throughout the world. PowerThat agrees to execute all documents BP designates to record the transfer of the Mark with the United States Patent and Trademark Office (USPTO).

3. **Representations.** PowerThat represents and warrants to BP that: (a) PowerThat is the true, lawful and sole owner of the registrations to the Domain Names and registration of the Mark; (b) PowerThat has the unencumbered right to sell, grant, convey, assign, transfer and deliver all of its existing rights, title and interest in the Domain Names and the Mark to BP; and (c) PowerThat is not aware of any pending litigation or currently threatened claims against the Domain Names or Mark. PowerThat represents that it does not own any other pending trademark applications or trademark registrations or domain name registrations for or including the words "battery," "batteries," "bulb" or similar phrases in the United States or worldwide, other than the Domain Names and registration of the Mark described in Sections 1 and 2 above. PowerThat further agrees that it will not challenge, or cause a third party to challenge, the validity and ownership by BP of the Domain Names or the registration of the Mark.

4. **Additional Documents.** PowerThat agrees to prepare, execute and deliver, at PowerThat's expense, any additional documents, writings or records and take any other actions that BP reasonably requests to evidence or effect PowerThat's agreements and obligations hereunder and to protect BP's rights and interest under this Agreement.

5. Governing Law / Dispute Resolution. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and all transactions contemplated by this Agreement will be governed by, construed and enforced under the laws of the State of Wisconsin without regard to principles of conflicts of laws.

6. Miscellaneous. All of the provisions of this Agreement will be binding on, and benefit, the parties and their respective legal representatives, heirs, successors and assigns. This Agreement represents the entire understanding and agreement between the parties respecting the subject matter hereof, and supersedes all other negotiations, understandings and representations made between the parties. The provisions of this Agreement are severable and the invalidity or unenforceability of a provision will not affect any other remaining provisions of this Agreement. This Agreement may be signed in one or more counterparts, each of which will be deemed an original, but all of which together will represent one and the same instrument.

The parties, agreeing to be legally bound, have executed this Agreement as of the Effective Date.

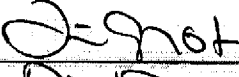

POWERTHAT:

BP:

POWERTHAT, LLC

BATTERIES PLUS, L.L.C.

By: 
David Speer
Its: Chief Executive Officer

By: 
Its: 

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