

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416903

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|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kyle Wiens | | 02/20/2017 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | iFixit | | |
| Street Address: | 1330 Monterey Ave | | |
| City: | San Luis Obispo | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 93401 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3255680 | IFIXIT | |
| 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: | (805) 464-0573 | | |
| Email: | cynthia@ifixit.com | | |
| Correspondent Name: | Kyle Wiens | | |
| Address Line 1: | 1330 Monterey Ave | | |
| Address Line 4: | San Luis Obispo, CALIFORNIA 93401 | | |
| NAME OF SUBMITTER: | Luke Soules | | |
| SIGNATURE: | /Luke Soules/ | | |
| DATE SIGNED: | 02/21/2017 | | |
| Total Attachments: 2 | | | |
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| source=IFIXIT trademark assignment#page2.tif | | | |

OP \$40.00 3255680

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered on this 20 day of Feb 24, 2017, (the "Effective Date"), by and between Kyle Wiens (the "Assignor") and iFixit (the "Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of the trademark "IFIXIT", U.S. Registration No. 3255680 (the "Trademark"); and

Whereas, Assignor wishes to assign all rights in the Trademark to Assignee.

Now, Therefore, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. ASSIGNMENT: Assignor hereby assigns, sells and transfers to Assignee all of Assignor's title and interest in and to the Trademark, including, but not limited to: (i) all registration rights with respect to the Trademark, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Trademark, and (iv) all income, royalties or claims relating to the Trademark due or payable on or after the date of this Assignment.

2. ASSIGNOR'S REPRESENTATIONS: Assignor represents and warrants:

- (i) that Assignor is the exclusive owner of the Trademark,
- (ii) that Assignor possesses all rights, title and interest in and to the Trademark,
- (iii) that Assignor has the power to enter into this Assignment,
- (iv) that to the best of Assignor's knowledge, as of the Effective Date the Trademark do not infringe on the rights of any other person or entity,
- (v) that to the best of Assignor's knowledge, as of the Effective Date the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim, and
- (vi) that Assignor has made a good faith effort to use the Trademark in a way which would permit registration, and that the Trademark have not been abandoned by the Assignor.

3. CONTINUING OBLIGATIONS: Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.

4. BINDING EFFECT: The covenants and conditions contained in this Assignment shall be binding on Assignor and Assignee and on those who succeed to the interest of Assignor and Assignee by law, by approved assignment or by transfer

5. GOVERNING LAW: This Assignment shall be governed by and construed in accordance with the laws of the State of California.

6. TRADEMARK LICENSING AGREEMENTS: Assignor hereby represents that no licensing or other agreements concerning the use of the Trademark shall survive this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

Kyle Wiens

Kyle Wiens
(Name)

ASSIGNEE:

Duke Soules

Luke Soules
(Name)

LXU
(Position)