

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Covers, LLC		05/01/2017	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Handstands Promo, LLC		
Street Address:	4302 Oakview Circle		
City:	Alpine		
State/Country:	UTAH		
Postal Code:	84004		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	78179499	ADD-A-PAD	
Serial Number:	87058755	ATOM	
Serial Number:	77426673	BELLAGIO-ITALIA	
Serial Number:	78179509	CYBER GEL	
Serial Number:	85815178	DOT	
Serial Number:	78758148	GADGET GRIPS	
Serial Number:	85882888	GADGET GRIPS	
Serial Number:	85882989	GADGET GRIPS	
Serial Number:	87058749	MADE2GO	
Serial Number:	78179495	MOUSE-MAT	
Serial Number:	78626063		
Serial Number:	86164124	ROADSTER	
Serial Number:	77230868	SKINWARE	
Serial Number:	76432341	STICKY PAD	
Serial Number:	77769290	MADE TO GO	
CORRESPONDENCE DATA			
Fax Number:	8015660750		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 801-566-6633
Email: trademarkdocket@tnw.com
Correspondent Name: Peter M. de Jonge
Address Line 1: 8180 S 700 E Ste 350
Address Line 4: Sandy, UTAH 84070

NAME OF SUBMITTER:	Peter M. de Jonge
SIGNATURE:	/petermdejonge/
DATE SIGNED:	05/18/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**IP Assignment**”), is entered into as of this 1st day of May 2017 between American Covers, LLC (“**Seller**”), a Utah limited liability company with its principal place of business 533 Maryville University Dr., St. Louis, MO 63141, and Handstands Promo, LLC (the “**Company**”), a Utah limited liability company with an address of 4302 Oakview Circle, Alpine, UT 84004.

WHEREAS, Seller is the owner of the right, title and interest in and to the Assigned IP (as defined below);

WHEREAS, in connection with that certain Unit Purchase Agreement, dated May 1, 2017, by and among Seller and Handstands Products Holdings, LLC, a Delaware limited liability company, and certain other parties thereto for limited purposes (the “**Purchase Agreement**”), Seller wishes to transfer to the Company, and the Company wishes to receive from Seller, all of Seller’s right, title and interest in and to the Assigned IP (as defined below);

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to the Company, and the Company hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on **Schedule 2** hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark application set forth on Schedule 2 hereto, the transfer of such application accompanies, the transfer of the portion of the business to which the intent-to-use trademark pertains, and that business is ongoing and existing;

(c) the domain names and registrations therefore set forth on **Schedule 3** hereto (the “**Domain Names**”), it being understood that Seller only conveys, transfers and assigns each Domain Name set forth on Schedule 3 to the extent Seller or an Affiliate (as defined in the Purchase Agreement) of Seller has right, title, and interest in such Domain Names;

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

(e) 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

(f) 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.

2. Recordation and Further Actions for Patents and Trademarks. Seller hereby authorizes the Commissioner for Patents and 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 IP Assignment upon request by either party. Following the date hereof, upon the Company's reasonable request, and at the Company's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to the Company 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Company, or any assignee or successor thereto.

3. Transfer of Domain Names. Seller agrees to reasonably cooperate with the Company, upon request of the Company, to execute all documents, papers, forms, and authorizations, and take such other actions as are reasonably necessary to effectuate the transfer and registration of ownership and control of the Domain Names to the Company.

4. Counterparts. This IP 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 IP 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 IP Assignment.

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

6. Governing Law. The parties agree that for jurisdictional purposes this IP Assignment was entered into within the State of Delaware. The parties agree that the appropriate venue for any action arising out of this IP Assignment is in (i) the Delaware Court of Chancery in New Castle County or (ii) the United States District Court for the District of Delaware. The parties consent to the jurisdiction of any such court and agree to accept service of process outside the State of Delaware in any matter to be submitted to such court.

7. Effective Date. This IP Assignment shall be deemed effective for all purposes immediately prior to the Closing (as defined in the Purchase Agreement).

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

AMERICAN COVERS, LLC

By: 

Name: Brian K. Hamm

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

HANDSTANDS PROMO, LLC

By: _____

Name: Mark S. LaVigne

Title: Executive Vice President and Chief
Operating Officer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006062 FRAME: 0484

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

AMERICAN COVERS, LLC

By: _____

Name: Brian K. Hamm

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

HANDSTANDS PROMO, LLC

DocuSigned by:
By: Mark LaVigne

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Name: Mark S. LaVigne

Title: Executive Vice President and Chief
Operating Officer

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Country	Status	Title	App. No.	Filing Date	Patent No.	Issue Date	Exp. Date
U.S.	ISSUED	Aromatherapy Puffer Ball	11/896,000	8/27/2007	7,815,878	10/19/2010	5/18/2029
U.S.	ISSUED	Tacky Block and Method for Elevating Laptops	12/341,552	12/22/2008	8,191,852	6/5/2012	1/26/2030
U.S.	ISSUED	Therapeutic Squeeze Ball	09/590,560	6/9/2000	6,224,513	5/1/2001	6/9/2020
U.S.	ISSUED	Deformable Ball	09/812,732	3/20/2001	6,475,119	11/5/2002	6/9/2020
U.S.	ISSUED	Cellular Phone Stand for Desk ¹	29/407,822	12/2/2011	D664,141	7/24/2012	7/24/2026
U.S.	ISSUED	Frictional Holding Pad	10/209,948	7/30/2002	6,673,409	1/6/2004	7/30/2022
U.S.	ISSUED	Frictional Holding Pad	10/684,008	10/10/2003	7,125,602	10/24/2006	5/15/2023
U.S.	ISSUED	Frictional Holding Pad	11/021,560	12/22/2004	7,252,867	8/7/2007	7/30/2022
U.S.	ISSUED	Frictional Holding Pad	11/264,669	10/31/2005	7,910,188	3/22/2011	12/2/2025
U.S.	ISSUED	Frictional Holding Pad	12/205,059	9/5/2008	7,923,088	4/12/2011	7/30/2022
U.S.	ISSUED	Frictional Holding Pad	13/045,094	3/10/2011	8,110,270	2/7/2012	7/30/2022
U.S.	ISSUED	Frictional Holding Pad	13/045,057	3/10/2011	8,110,269	2/7/2012	7/30/2022

¹ Name change from Handstands Promo, Inc. to Handstands Promo, LLC to be filed prior to Closing Date.

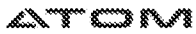

Country	Status	Title	App. No.	Filing Date	Patent No.	Issue Date	Exp. Date
U.S.	ISSUED	Frictional Holding Pad with Inclined Grip	12/987,662	1/10/2011	8,490,846	7/23/2013	1/21/2032
U.S.	ISSUED	Frictional Holding Pad with Inclined Grip	13/940,074	7/11/2013	8,851,349	10/7/2014	1/10/2031
U.S.	ISSUED	Design for Frictional Holding Pad with Inclined Grip	29/479,892	1/21/2014	D739,396	9/22/2015	9/22/2029
U.S.	ISSUED	Friction Pad on Portable Handheld Electronic Device	12/979,601	12/28/2010	8,518,510	8/27/2013	10/21/2031
U.S.	ISSUED	Friction Pad on Dashboard for Portable Handheld Electronic Device	12/979,690	12/28/2010	8,501,294	8/6/2013	10/14/2031
U.S.	ISSUED	Passive Speaker Amplifier	29/439,465	12/11/2012	D686,213	7/16/2013	7/16/2027
U.S.	ISSUED	Combined Passive Acoustic Speaker and Stand	13/793,725	3/11/2013	8,781,146	7/15/2014	3/11/2033
U.S.	ISSUED	Stretchable Strap Cover for Electronic Device	14/247,924	4/8/2014	9,219,516	12/22/2015	9/12/2034
U.S.	PENDING	Stretchable Strap Cover for Electronic Device	29/537,632	8/27/2015			
U.S.	ISSUED	Stretchable Strap Cover for Electronic Device	14/962,629	12/8/2015	9,438,299	9/6/2016	4/8/2034

Country	Status	Title	App. No.	Filing Date	Patent No.	Issue Date	Exp. Date
U.S.	PUBLISHED	Mobile, Releasably Attachable, White-Board	14/463,300	8/19/2014			8/19/2034
U.S.	ISSUED	Universal Compatible Phone Case Using Stretchable Polymer	14/543,713	11/17/2014	9,314,078	4/19/2016	11/17/2034
U.S.	PUBLISHED	Mounting Clip	14/842,347	9/1/2015			9/1/2035
U.S.	ISSUED	Foldable Tablet Stand	14/958,693	12/3/2015	9,364,081	6/14/2016	12/3/2035
U.S.	ISSUED	Adhesive Pocket With a Finger Tether Strap for a Cellular Phone ²	14/749,018	6/24/2015	9,362,968	6/7/2016	6/24/2035
U.S.	ISSUED	Combined Smart Phone Stand and Mouse Pad	29/541,235	10/1/2015	D766,228	9/13/2016	9/13/2031
U.S.	PENDING	Ocular Frame for Stereoscopic Image Viewer	15/249,734	8/29/2016			8/29/2036
U.S.	PENDING	Attachable Supplemental Battery for Mobile Device	62/340,088	5/23/2016			

² Assignment from inventor to be filed by the Company after Closing Date.

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jur.	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Cl.
STICKY PAD ³	China	Registered	12345925	29-Mar-2013	12345925	14-Apr-2015	20
ADD-A-PAD	U.S.	Registered	78/179,499	29-Oct-2002	2836408	27-Apr-2004	09
ATOM (Stylized) 	U.S.	Suspended	87/058,755	3-Jun-2016			09
BELLAGIO-ITALIA	U.S.	Registered	77/426,673	19-Mar-2008	3614789	5-May-2009	09
CYBER GEL	U.S.	Registered	78/179,509	29-Oct-2002	2851971	8-Jun-2004	28
DOT	U.S.	Registered	85/815,178	3-Jan-2013	4682964	3-Feb-2015	16
GADGET GRIPS	U.S.	Registered	78/758,148	21-Nov-2005	3320690	23-Oct-2007	09
GADGET GRIPS	U.S.	Registered	85/882,888	21-Mar-2013	4490534	4-Mar-2014	09
GADGET GRIPS	U.S.	Registered	85/882,989	21-Mar-2013	4504266	1-Apr-2014	17
MADE2GO	U.S.	Allowed	87/058,749	2-Jun-2016			09
MADE TO GO ⁴	U.S.	Lapsed	77/769,290	26-Jun-2009	3935061	22-Mar-2011	09, 20
MOUSE-MAT	U.S.	Registered	78/179,495	29-Oct-2002	2829915	6-Apr-2004	09
NON-SLIP PAD DESIGN 	U.S.	Registered	78/626,063	9-May-2005	3273026	31-Jul-2007	12
ROADSTER	U.S.	Registered	86/164,124	13-Jan-2014	4701134	10-Mar-2015	12
SKINWARE	U.S.	Registered	77/230,868	16-Jul-2007	3595659	24-Mar-2009	09, 16

³ Conversion from American Covers, Inc. to American Covers, LLC has been recorded, but confirmation of recordation has not been received yet from foreign counsel.

⁴ Current record owner is American Covers, Inc.

STICKY PAD	U.S.	Registered	76/432,341	19-Jul-2002	2731769	1-Jul-2003	20
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SCHEDULE 3

ASSIGNED DOMAIN NAMES

1. ATOMELECTRONICS.COM
2. BELLAGIOITALIA.COM
3. BELLAGIO-ITALIA.COM
4. COBRAVR.COM
5. COBRAVRVIEWER.COM
6. GADGETGRIP.COM
7. GADGETGRIPS.COM
8. HANDSTANDSPRODUCTS.COM
9. HANDSTANDSPROMO.COM
10. HANDSTANDSPROMO.US
11. HANDSTANDSPROMOTIONS.COM
12. MOUSEMAT.COM
13. RANDOMBUY.COM