

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434363

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Red Light Management Holdings, Inc.		07/05/2017	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Red Light Management, LLC		
<b>Street Address:</b>	P.O. Box 1467		
<b>City:</b>	Charlottesville		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22902		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3054466	RED LIGHT MANAGEMENT	
<b>Registration Number:</b>	4754215	RED LIGHT MANAGEMENT	
<b>Registration Number:</b>	4799068	RED LIGHT MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7574730395		
<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>			
<b>Phone:</b>	757.499.8800		
<b>Email:</b>	amarino@williamsmullen.com		
<b>Correspondent Name:</b>	Amy G. Marino, Esquire		
<b>Address Line 1:</b>	Williams Mullen, c/o IP Docketing		
<b>Address Line 2:</b>	8300 Greensboro Drive, Suite 1100		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	040067.0001		
<b>NAME OF SUBMITTER:</b>	Amy G. Marino - VSB 71236		
<b>SIGNATURE:</b>	/Amy G. Marino/		
<b>DATE SIGNED:</b>	07/10/2017		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Agreement”) is made with effective date of July 5<sup>th</sup>, 2017, by and between Red Light Management Holdings, Inc., a Virginia corporation having its principal office at P.O. Box 1467 Charlottesville, Virginia, 22902 (“Assignor”), and Red Light Management, LLC, a Virginia limited liability company having its principal office at P.O. Box 1467 Charlottesville, Virginia, 22902 (“Company”).

### RECITALS:

Assignor is the owner of all of the right, title, and interest in certain intellectual property assets, including the marks and applications and registrations therefore listed on Schedule A (collectively, the “Intellectual Property Assets”), which is attached hereto and incorporated into this Assignment;

Company desires to acquire any and all rights that Assignor may have throughout the world in and to the Intellectual Property Assets and the applications and registrations therefore, together with the goodwill of the business in connection with which the Intellectual Property Assets are used and which is symbolized by the Intellectual Property Assets, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Intellectual Property Assignment.** Assignor hereby transfers, sets over and assigns to Company, and Company hereby accepts, all of Assignor’s right, title and interest in, to and under all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world:

- a. trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, together with the goodwill symbolized by each such mark, whether registered, unregistered or arising by

Law, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications, including, without limitation, the items set forth on Exhibit A hereto;

- b. original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered, unregistered or arising by Law), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications;
- c. Internet domain names, registered in any generic top level domain by any authorized private registrar or Governmental Authority;
- d. confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; and
- e. patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals of such patents and applications.

2. **Recordation and Further Actions**. Assignor hereby authorizes the applicable officials of each governmental entity or agency having jurisdiction or regulatory authority over any portion of the Intellectual Property Assets and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Company. Following the date hereof, Assignor shall provide such cooperation to 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 necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Company, or any assignee or successor thereto.

3. **Representations and Covenants**. The Assignor represents and warrants that (i) the Assignor is the owner of the entire right, title and interest in and to the Intellectual

Property Assets; and (ii) the Assignor has the right and authority to enter into this Agreement and grant the rights hereunder.

4. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule.

5. **Miscellaneous.** This Agreement, including the exhibits, schedules, and other documents and instruments referred to herein, embodies the entire Agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The terms and provisions of this Agreement may be modified or amended only by written Agreement executed by all parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment Agreement to be executed.

**Accepted and Agreed:**

**ASSIGNOR**

RED LIGHT MANAGEMENT HOLDINGS, INC.

By: CC

Name: Corca Capshaw  
(please print)

Its: CEO

**COMPANY**

RED LIGHT MANAGEMENT, LLC

By: CC

Name: Corca Capshaw  
(please print)

Its: CEO, Manager

**EXHIBIT A**

**Service Mark Application**

	Mark	Country	Application No.
1	RED LIGHT MANAGEMENT	Canada	1685198

**Service Mark Registrations**

	Mark	Country	Registration No.
1	RED LIGHT MANAGEMENT (Cl. 35)	U.S.	3054466
2	RED LIGHT MANAGEMENT (Cl. 41 & 45)	U.S.	4754215
3	RED LIGHT MANAGEMENT & DESIGN (Cl. 35, 41, & 45)	U.S.	4799068
4	RED LIGHT MANAGEMENT (Cl. 35)	Argentina	3.339.420
5	RED LIGHT MANAGEMENT (Cl. 41)	Argentina	3.339.421
6	RED LIGHT MANAGEMENT (Cl. 45)	Argentina	3.339.422
7	RED LIGHT MANAGEMENT (Cl. 35)	Brazil	907970630
8	RED LIGHT MANAGEMENT (Cl. 41)	Brazil	907970788
9	RED LIGHT MANAGEMENT (Cl. 45)	Brazil	907970818
10	RED LIGHT MANAGEMENT (Cl. 35)	Chile	1171585
11	RED LIGHT MANAGEMENT (Cls. 41 & 45)	Chile	1171586
12	RED LIGHT MANAGEMENT (Cls. 35, 41 & 45)	European Union	010986404
13	RED LIGHT MANAGEMENT (Cls. 35, 41 & 45)	Hong Kong	303067812

**EXHIBIT A**  
**(cont'd)**

**Trademark / Service Mark Registrations (cont'd)**

	<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>
14	RED LIGHT MANAGEMENT (Cls. 35, 41 & 45)	Madrid Protocol (China, Japan, Republic of Korea, Mexico and Singapore)	1223090
15	RED LIGHT MANAGEMENT (Cl. 35)	South Africa	2014/18312
16	RED LIGHT MANAGEMENT (Cl. 41)	South Africa	2014/18313
17	RED LIGHT MANAGEMENT (Cl.45)	South Africa	2014/18314

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