

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxx Innovations, LLC		06/30/2017	Limited Liability Company: FLORIDA
Transmaxx, LLC		06/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Transmaxx Acquisition, LLC		
Street Address:	7350 Young Drive		
City:	Walton Hills		
State/Country:	OHIO		
Postal Code:	44146		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4958812	EXXACT MATCH	
Registration Number:	4969407	TRANSMAXX	
Registration Number:	4947053	XX	
Serial Number:	86436660	TRANSEND	
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:	213.683.9258		
Email:	timothy.moon@mto.com		
Correspondent Name:	Timothy Moon		
Address Line 1:	350 S. Grand Avenue, 50th Floor		
Address Line 2:	c/o Munger, Tolles & Olson, LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	28671-00002 Assignment		
NAME OF SUBMITTER:	Timothy Moon		
SIGNATURE:	/Timothy Moon/		

OP \$115.00 4958812

DATE SIGNED:	07/12/2017
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of June 30, 2017, is made by and among Transmaxx Acquisition, LLC, a Delaware limited liability company ("Assignee"), TRANSMAXX, LLC, a Delaware limited liability company ("Transmaxx"), and Maxx Innovations, LLC, a Florida limited liability company and a wholly owned subsidiary of Transmaxx ("Maxx" and together with Transmaxx, "Assignors"). Capitalized terms used but not defined herein shall have the meanings given to them in that certain Asset Purchase Agreement (the "APA"), dated as of June 6, 2017, by and among the Assignors and Transtar Holding Company, a Delaware corporation ("Buyer").

WHEREAS, pursuant to the APA and subject to the terms and conditions therein, the Assignors agreed to sell and assign to Buyer, and Buyer agreed to purchase, the Purchased Assets, which include the Intellectual Property Assets set forth on Exhibit A attached hereto and all Intellectual Property Rights (defined below) therein and thereto (collectively, the "Assigned IP Rights"); and

WHEREAS, on June 30, 2017, Buyer assigned all of its rights, interests and obligations under the APA to Assignee, an indirect wholly-owned subsidiary of Buyer;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. **Assignment.** Each Assignor hereby irrevocably and unconditionally conveys and assigns to Assignee (a) all of its right, title, and interest in and to the Assigned IP Rights, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made; and (b) all rights to income, royalties, and license fees deriving from the Assigned IP Rights, all claims for damages by reason of past, present and future infringements of the Assigned IP Rights or injury to the goodwill associated with the Assigned IP Rights, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives. As used herein, the "Intellectual Property Rights" means all copyrights, patent rights (including all future patents that may issue from such patents throughout the world, and all foreign counterparts, divisionals, continuations in whole or in part, reexaminations, reissues, substitutions or extensions of any of the preceding related thereto, and the right to claim priority to the same), trade secret rights, trade names, trademarks and service marks together with the goodwill of the business symbolized by and associated with such trade names, trademarks and service marks, including all common law rights and trademark registration for such trade names, trademarks and service marks, and other proprietary or intellectual property rights pertaining thereto throughout the world.

2. **Unassignable IP.** If any Assignor has any Intellectual Property Rights in and to the Assigned IP Rights that cannot be assigned as a matter of law (the "Unassignable IP Rights"), such Assignor hereby grants to Assignee an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid and royalty-free license, with the right to

sublicense through multiple tiers, under the Unassignable IP Rights, to fully utilize the Assigned IP Rights in any manner without any restriction.

3. **Assistance.** Each Assignor agrees to perform all reasonable acts that are reasonably necessary to permit and assist Assignee or its successor or assignee in perfecting its rights in the Assigned IP Rights. Such acts may include executing additional documents and assisting and cooperating in the registration of applicable Assigned IP Rights.

4. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of Assignors and Assignee and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

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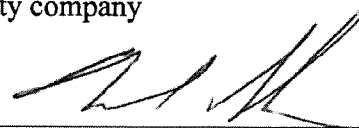
IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the date set forth above.

ASSIGNORS:

TRANSMAXX, LLC, a Delaware limited liability company

By: 
Name: Neil Sethi
Its: President and CEO

MAXX INNOVATIONS, LLC, a Florida limited liability company

By: 
Name: Neil Sethi
Its: President and CEO

ASSIGNEE:

Transmaxx Acquisition, LLC, a Delaware limited liability company

By: _____
Name: Timothy Lavelle
Its: Sole Director

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 006103 FRAME: 0672

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ASSIGNORS:

TRANSMAXX, LLC, a Delaware limited liability company

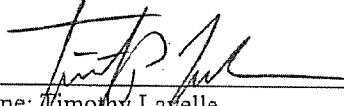
By: _____
Name: Neil Sethi
Its: President and CEO

MAXX INNOVATIONS, LLC, a Florida limited liability company

By: _____
Name: Neil Sethi
Its: President and CEO

ASSIGNEE:

Transmaxx Acquisition, LLC, a Delaware limited liability company

By: 
Name: Timothy Lavelle
Its: Sole Director

[Signature Page to IP Assignment Agreement]

Exhibit A

Intellectual Property Schedule

Copyright Applications

<u>Registered Owner</u>	<u>Copyright</u>	<u>Application Number</u>	<u>Application Date</u>
Maxx Innovations, LLC	Transend V1.0	1-5158807721	May 17, 2017

Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Application Date</u>
Maxx Innovations, LLC	Parts Recommendation and Procurement System and Method	US14853324	September 14, 2015

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Maxx Innovations, LLC	Exxact Match	4958812	May 17, 2016
Transmaxx, LLC	Transmaxx	4969407	May 31, 2016
Transmaxx, LLC	XX	4947053	April 26, 2016

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Maxx Innovations, LLC	Transend	86436660	October 28, 2014