

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468800

<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>
Izzy Industries, Inc.		04/06/2018	Corporation: NEW HAMPSHIRE
Global Wireless LLC		04/06/2018	Limited Liability Company: NEW HAMPSHIRE
Scott Johnson		04/06/2018	INDIVIDUAL: UNITED STATES
Zachary Morley		04/06/2018	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	North American Breaker Co., LLC		
<b>Street Address:</b>	2870 N. Ontario Street		
<b>City:</b>	Burbank		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91504		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4216752	IZZY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122091845		
<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>	412-297-4900		
<b>Email:</b>	iptrademark@cohenlaw.com		
<b>Correspondent Name:</b>	COHEN & GRIGSBY, P.C.		
<b>Address Line 1:</b>	625 LIBERTY AVENUE		
<b>Address Line 4:</b>	PITTSBURGH, PENNSYLVANIA 15222-3152		
<b>ATTORNEY DOCKET NUMBER:</b>	024527.004.		
<b>NAME OF SUBMITTER:</b>	Noland J. Cheung		
<b>SIGNATURE:</b>	/noland j. cheung/		
<b>DATE SIGNED:</b>	04/06/2018		
<b>Total Attachments: 6</b>			

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this “**IP Assignment Agreement**”), dated as of April 6, 2018, is entered into by and among Izzy Industries, Inc., a New Hampshire corporation (“**Industries**”), Global Wireless LLC, a New Hampshire limited liability company (“**Lugs**”), Scott Johnson (“**Johnson**”), Zachary Morley (“**Morley**”, together with Industries, Lugs, and Johnson, each an “**Assignor**” and collectively, the “**Assignors**”), and North American Breaker Co., LLC, a California limited liability company (the “**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignors and the Assignee (the “**Purchase Agreement**”)

**RECITALS:**

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, the Assignors wishes to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee has agreed to acquire and accept, all of the Assignors’ right, title and interest in and to all Intellectual Property related to the Business, including all of the Assignors’ rights to the Company IP listed on Exhibit A attached hereto and including, with respect to any Intellectual Property listed thereon, the underlying specifications, designs and technical documentation and any underlying software and all related source code, object code, media files, specifications, designs and technical documentation and (collectively, the “**Assigned Intellectual Property**”); and

WHEREAS, the Assignee wishes to acquire, and the Assignors wish to transfer all right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, in consideration of the premises, and in connection with the Assignors’ transfer of their assets to the Assignee by an instrument dated as of the date hereof, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Assignors hereby sell, assign, transfer and set over to the Assignee all of Assignors’ right, title and interest in and to the Assigned Intellectual Property, all together with the goodwill of the Business in connection with which the Assigned Intellectual Property is used, and with any and all renewals and extensions of the registrations for the Assigned Intellectual Property that may be secured under any applicable law now or hereafter in effect.

The Assignors will provide to the Assignee, its successors, assigns or other legal representatives all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of the Assignors):

- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Assigned Intellectual Property and in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the Assigned Intellectual Property, including testifying as to any facts relating to the Assigned Intellectual Property or this IP Assignment Agreement; and

(ii) in the implementation or perfection of this IP Assignment Agreement.

Each party acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this IP Assignment Agreement. In the event of any conflict or inconsistency between the terms of this IP Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.


This IP Assignment Agreement (a) will be governed by and construed and enforced in accordance with internal laws of the State of Delaware without giving effect to conflict of laws principles and (b) may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment Agreement 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 Agreement.

[Remainder Of Page Intentionally Left Blank]


SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the day and year first above written.

**IZZY INDUSTRIES, INC.**  
*a New Hampshire corporation*

By:   
Name: Scott Johnson  
Title: President

**GLOBAL WIRELESS LLC**  
*a New Hampshire limited liability company*

By:   
Name: Scott Johnson  
Title: Manager

  
SCOTT JOHNSON

\_\_\_\_\_  
ZACHARY MORLEY

**NORTH AMERICAN BREAKER CO., LLC**

By: \_\_\_\_\_  
Name: Eric Quinn  
Title: President and Chief Operating Officer

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*a New Hampshire limited liability company*

By: \_\_\_\_\_  
Name: Scott Johnson  
Title: Manager

\_\_\_\_\_  
SCOTT JOHNSON

  
\_\_\_\_\_  
ZACHARY MORLEY

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Name: Scott Johnson  
Title: Manager

\_\_\_\_\_  
SCOTT JOHNSON

\_\_\_\_\_  
ZACHARY MORLEY

**NORTH AMERICAN BREAKER CO., LLC**

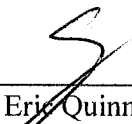
By:  \_\_\_\_\_  
Name: Eric Quinn  
Title: President and Chief Operating Officer

Exhibit A

**Company IP**

Trademarks

<b>Trademark</b>	<b>Owner</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
IZZY	Izzy Industries, Inc.	85/474,261	4216752	10/2/2012

Patents/Patent Applications

<b>Title</b>	<b>Owner</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Grant Date</b>
Cable Organizer	Izzy Industries, Inc.	29/563,492	5/5/2016	D803,666	11/28/2017
Ignition Tip*	Izzy Industries, Inc.	29/562,884	4/20/2016	D809,035	1/30/2018
Grounding Strap Head	Izzy Industries, Inc.	29/594,065	2/15/2017	N/A	N/A
Cable Organizer	Izzy Industries, Inc.	29/595,977	3/3/2017	N/A	N/A

Domain Names

www.izzyindustries.com  
www.izzylugs.com

\* Ignition Tip patent owned jointly with William Sheh and William Meyers