

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468719

<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>
Credit Management Association		04/20/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CODA Asset Holding Corporation		
<b>Street Address:</b>	135 E Maple Ave		
<b>City:</b>	Monrovia		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91016		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4242357	CODA	
<b>Registration Number:</b>	4309339	CODA	
<b>Registration Number:</b>	4242360	CODA AUTOMOTIVE	
<b>Registration Number:</b>	4226078		
<b>Registration Number:</b>	4832636	CODA CORE	
<b>Registration Number:</b>	4832635	CODA ENERGY	
<b>Registration Number:</b>	4781371	THE CORE OF THE INTERNET OF ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9136479057		
<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>	9136479050		
<b>Email:</b>	tmdocketing.burbach@hoveywilliams.com		
<b>Correspondent Name:</b>	CHERYL L. BURBACH		
<b>Address Line 1:</b>	10801 MASTIN BLVD., SUITE 1000		
<b>Address Line 4:</b>	OVERLAND PARK, KANSAS 66210		
<b>ATTORNEY DOCKET NUMBER:</b>	7241.00000/Assgmt2		
<b>NAME OF SUBMITTER:</b>	Cheryl L. Burbach		
<b>SIGNATURE:</b>	/Cheryl L. Burbach/		

CH \$190.00 4242357

<b>DATE SIGNED:</b>	04/05/2018
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**Total Attachments: 4**

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## EXHIBIT E

### ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of this 10 day of April, 2016 by and between Credit Management Association, a California corporation, as the assignee under a general assignment for the benefit of creditors of Coda Energy Holdings, LLC, a Delaware Limited Liability company ("Seller") for the benefit of Coda Asset Holding Corporation ("Buyer").

#### WITNESSETH:

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of April 14, 2016 (the "Agreement"). Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

WHEREAS, pursuant to the Agreement, Seller has agreed, among other things, to sell, assign, transfer, convey and deliver, and Buyer has agreed to purchase, acquire and accept, the Acquired Assets, in each case all upon the terms and subject to the conditions set forth therein.

WHEREAS, pursuant to Section 2.1 of the Agreement, Seller desires to sell, assign, transfer, convey and deliver to Buyer all right, title and interest in, to and under all of the Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound hereby, Seller and Buyer hereby agree as follows:

1. **Assignment.** On and subject to the terms and conditions of the Agreement, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, its successors and assigns, in each case free of any Lien, Claim or Liability, all right, title and interest in, to and under the Intellectual Property and all goodwill related thereto, including, without limitation, the Intellectual Property set forth in Schedule 1 to this Assignment, the same to be held and enjoyed by Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, in perpetuity; together with all claims for damages by reason of past infringements or misappropriation of the Intellectual Property, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Buyer hereby accepts the foregoing assignment from Seller. Seller acknowledges that it shall have no further rights to the Intellectual Property, including, without limitation, any licenses to the Intellectual Property, and that any further modification, improvement or invention by Buyer based on or in connection with the Intellectual Property will be solely owned by Buyer.

2. **Power of Attorney.** Seller hereby constitutes and appoints Buyer as Seller's true and lawful attorney in fact, with full power of substitution in Seller's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

3. **Further Assurances.** At any time and from time to time after the date hereof, at Buyer's reasonable request and without further consideration therefor, Seller agrees that it will execute and deliver to Buyer such other instruments of sale, assignment, transfer, conveyance release and delivery, provide such materials and information and take such other actions, as may reasonably be necessary in order more effectively to assign, transfer and convey unto Buyer, or confirm Buyer's title or rights in or to, all of the Intellectual Property assigned, transferred and conveyed by Seller to Buyer pursuant hereto, to put Buyer in actual possession and control of the Intellectual Property assigned, transferred and conveyed by Seller to Buyer pursuant hereto to the full extent permitted by applicable law, to release and satisfy any Liens, Claims or Liabilities related to the Intellectual Property, and to assist Buyer in exercising and enjoying all rights and benefits appurtenant thereto. Seller shall also obtain from Assignor, its subsidiaries and affiliates and each other party identified as a holder of an interest in, or Lien, Claim or Liability related to any Intellectual Property and deliver to Buyer such other properly executed instruments of sale, assignment, transfer, conveyance, release and delivery, as may reasonably be necessary in order more effectively to assign, transfer and convey unto Seller and/or Buyer, or confirm Buyer's title or rights in or to, all of the Intellectual Property assigned, transferred conveyed by Seller to Buyer pursuant hereto, to put Buyer in actual possession and control of the Intellectual Property to be assigned, transferred and conveyed by Seller to Buyer pursuant hereto to the full extent permitted by applicable law, and to assist Buyer in exercising and enjoying all rights and benefits appurtenant thereto. Seller authorizes the USPTO and each other foreign, national, federal and state government official to record and register this Assignment upon request by Buyer. Seller shall cooperate, and cause Assignor and its subsidiaries and affiliates to cooperate, with Buyer and with Buyer's reasonable instructions in order to effectuate the transfer of all domain name registrations included in the Intellectual Property in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

4. **Conflict with Agreement.** Buyer and Seller hereby acknowledge and agree that the provisions of this Assignment shall not limit nor enlarge the full force and effect of the terms and provisions of the Agreement, and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail, govern and control in all respects without limitation.

5. **Amendments; Waiver.** This Assignment may not be amended, modified or supplemented except (a) by an instrument in writing signed by, or on behalf of, the parties hereto or (b) by a waiver. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Assignment. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

6. **Headings; Interpretation.** The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Assignment. The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Assignment.

7. **Severability.** If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

8. **Assignment.** This Assignment shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. **Governing Law.** IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS OF EACH PARTY ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.

10. **Counterparts.** This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

BUYER: Coda Asset Holding Corporation

By: William C. Morro

Its: Chief Executive Officer

Credit Management Association, a California corporation, solely in its capacity as the assignee for the benefit of the creditors of Coda Energy Holdings, LLC, a Delaware Limited Liability company

By: Kimberly A Lamberty  
Kimberly A Lamberty

Its: Vice President

**ACKNOWLEDGMENT**

STATE OF Nevada )  
COUNTY OF Clark )SS.  
)

On the 20<sup>th</sup> day of April, 2016 before me personally appeared Kimberly A Lamberty, to me known, who, being duly sworn, did depose and say that s/he is the Vice President of Credit Management Association, the Corporation described and that s/he duly executed the foregoing instrument [for and on behalf of Coda Asset Holding LLC]; being duly authorized to do so and that said individual acknowledged said instrument to be [her/his/the] free act and deed [of [Coda Asset Holding LLC].

Amber Jackson  
Notary Public  
Printed Name: Amber Jackson

My Commission Expires: 4/5/17

