

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479920

<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.com, LLC		04/26/2018	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RED Technologies, LLC		
<b>Street Address:</b>	34 Parker		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87516814	H3O	
<b>Serial Number:</b>	87535928	H4V	
<b>Serial Number:</b>	87535904	RED MEDIA MACHINE HYDROGEN	
<b>Serial Number:</b>	87516798	HYDROGEN ONE	
<b>Serial Number:</b>	87516808	HYDROGEN	
<b>Serial Number:</b>	87516819	MEDIA MACHINE	
<b>Serial Number:</b>	87545538	SERIOUS CINEMA IN YOUR POCKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8587924141		
<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>	858-794-2140		
<b>Email:</b>	nelson@weeksnelson.com		
<b>Correspondent Name:</b>	Gregory K. Nelson		
<b>Address Line 1:</b>	462 Stevens Avenue		
<b>Address Line 2:</b>	Suite 310		
<b>Address Line 4:</b>	Solana Beach, CALIFORNIA 92075		
<b>NAME OF SUBMITTER:</b>	Gregory K. Nelson		
<b>SIGNATURE:</b>	/gnelson/l		

CH \$190.00 87516814

<b>DATE SIGNED:</b>	06/29/2018
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**Total Attachments: 8**

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- source=Trademark Assignment from Red (executed)#page2.tif
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- source=Trademark Assignment from Red (executed)#page7.tif
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CONFIDENTIAL  
Execution Version

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is dated as of April 26, 2018 (this "Assignment"), and is by and among RED.COM, LLC, a Nevada limited liability company ("Assignor"), and RED Technologies, LLC, a Nevada limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations and applications identified on Exhibit A and may own additional trademark registrations and/or applications specifically related to Assignor's branded smartphones and tablets (collectively, the "Assigned Trademarks"); and

WHEREAS, immediately prior to the transactions contemplated in the Assignment and Distribution Agreement, dated as of even date herewith, between Assignor, R3D, Inc. and PJJ Holdings LLC, Assignor intends to, sell, transfer, assign and deliver to Assignee, and Assignee intends to purchase, acquire, assume and accept from Assignor all of its right, title and interest in and to the Assigned Trademarks upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's worldwide right, title and interest in, to and under, the Assigned Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Assigned Trademarks, the right to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency, office or registrar, and all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of the Assigned Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing contained or implied hereof shall be construed to give to any person other than the parties hereto and their respective successors and permitted assigns any right, title or interest in or to the Assigned Trademarks.

the Assigned Trademarks have not previously been assigned or transferred to any third party and are not subject to any liens or encumbrances.

4. Governing Law. This Assignment, the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the Laws of the State of California, without reference to its conflicts of law principles.

5. Entire Agreement. This Assignment, and the Exhibits annexed hereto, and the other agreements, certificates, and other documents contemplated hereby constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and any and all other written or oral agreements relating to the subject matter hereof existing among the parties hereto are expressly canceled.

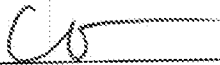
6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

**ASSIGNOR:**

**RED.COM, LLC**

By:   
Name: ROBERT CARTER  
Title: COO

**ASSIGNEE:**

**RED TECHNOLOGIES, LLC**

By:   
Name: JAMES LEE  
Title: CEO

EXHIBIT A

ASSIGNED TRADEMARKS

[Attached]



## Applications

COUNTRY	TRADEMARK	FILING DATE	APPLN NO.	CLASS
Australia	H4V	10/1/2017	1877146	9
Australia	HYDROGEN	6/13/2017	1851461	9
Australia	MEDIA MACHINE	7/6/2017	1857372	9
Australia	SERIOUS CINEMA IN YOUR POCKET	10/1/2017	1877147	9
Brazil	H3O	10/23/2017	913600628	9
Brazil	HYDROGEN	3/7/2013	840442858	9
Brazil	HYDROGEN	7/22/2014	908005180	9
Brazil	HYDROGEN ONE	10/23/2017	913600679	9
Brazil	MEDIA MACHINE	10/23/2017	913600598	9
Canada	H3O	7/6/2017	1846048	9
Canada	H4V	10/4/2017	1862150	9
Canada	HYDROGEN	2/26/2013	1636248	9
Canada	HYDROGEN	7/11/2014	1685224	9
Canada	HYDROGEN ONE	7/6/2017	1846045	9
Canada	MEDIA MACHINE	7/6/2017	1846049	9
Canada	RedOS	12/27/2013	1658424	9
Canada	SERIOUS CINEMA IN YOUR POCKET	10/4/2017	1862149	9
China (PRC)	H3O	10/10/2017	Not yet assigned	9
China (PRC)	H4V	11/29/2017	Not yet assigned	9
China (PRC)	HYDROGEN	8/4/2016	20870107	9
China (PRC)	HYDROGEN	7/5/2017	25156775	9
China (PRC)	HYDROGEN	7/5/2017	25156774	9
China (PRC)	HYDROGEN	7/5/2017	25156773	9
China (PRC)	HYDROGEN	7/5/2017	25156772	9
China (PRC)	HYDROGEN ONE	10/10/2017	Not yet assigned	9
China (PRC)	MEDIA MACHINE	10/10/2017	Not yet assigned	9
China (PRC)	RED	10/10/2017	Not yet assigned	9
China (PRC)	SERIOUS CINEMA IN YOUR POCKET	11/29/2017	Not yet assigned	9
EU TM	H3O	7/11/2017	16968869	9
Hong Kong	H3O	7/17/2017	304208823	9
Hong Kong	H4V	9/29/2017	304290606	9
Hong Kong	HYDROGEN	6/12/2017	30416964	9
Hong Kong	HYDROGEN ONE	7/14/2017	30416964	9



India	HYDROGEN	7/22/2014	2778499	9
India	HYDROGEN ONE	7/14/2017	3591551	9
India	MEDIA MACHINE	7/14/2017	3591553	9
India	SERIOUS CINEMA IN YOUR POCKET	10/24/2017	3662107	9
Japan	H3O	8/9/2017	2017-104599	9
Japan	H4V	10/26/2017	2017-141846	9
Japan	HYDROGEN	6/14/2017	2017-078645	9
Japan	HYDROGEN ONE	8/9/2017	2017-104598	9
Japan	MEDIA MACHINE	8/9/2017	2017-104600	9
Japan	SERIOUS CINEMA IN YOUR POCKET	10/26/2017	2017-141847	9
Korea	H3O	7/26/2017	2017-94552	9
Korea	H4V	10/19/2017	2017-132248	9
Korea	HYDROGEN	6/12/2017	2017-71737	9
Korea	HYDROGEN ONE	7/26/2017	2017-94551	9
Korea	MEDIA MACHINE	7/26/2017	2017-94553	9
Korea	SERIOUS CINEMA IN YOUR POCKET	10/19/2017	2017-132249	9
Mexico	H3O	10/2/2017	1953681	9
Mexico	HYDROGEN	8/13/2014	1516350	9
Mexico	HYDROGEN ONE	10/2/2017	1953680	9
New Zealand	H4V	9/29/2017	1077393	9
New Zealand	SERIOUS CINEMA IN YOUR POCKET	9/29/2017	1077395	9
Norway	H4V	10/12/2017	201713543	9
Norway	HYDROGEN ONE	7/17/2017	201709464	9
Norway	MEDIA MACHINE	7/17/2017	201709466	9
Norway	SERIOUS CINEMA IN YOUR POCKET	10/12/2017	201713544	9
Russia	H3O	7/21/2017	2017729682	9
Russia	HYDROGEN	8/5/2014	2014726157	9
Russia	HYDROGEN	6/21/2017	2017724834	9
Russia	HYDROGEN ONE	7/21/2017	2017729680	9
Russia	MEDIA MACHINE	7/21/2017	2017729683	9
Singapore	H3O	7/7/2017	40201713119W	9
Singapore	H4V	10/3/2017	40201719271P	9
Singapore	SERIOUS CINEMA IN YOUR POCKET	10/3/2017	40201719274Q	9
South Africa	H3O	7/17/2017		

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Switzerland	MEDIA MACHINE	7/17/2017	59023/2017	9
Switzerland	SERIOUS CINEMA IN YOUR POCKET	9/29/2017	62167/2017	9
Taiwan	H3O	7/19/2017	106044421	9
Taiwan	H4V	10/23/2017	106066436	9
Taiwan	HYDROGEN	7/6/2017	106041312	9
Taiwan	HYDROGEN ONE	7/19/2017	106044419	9
Taiwan	MEDIA MACHINE	7/19/2017	106044422	9
Taiwan	SERIOUS CINEMA IN YOUR POCKET	10/23/2017	106066436	9
Thailand	H3O	7/26/2017	170126037	9
Thailand	HYDROGEN	9/25/2014	955876	9
Thailand	HYDROGEN ONE	7/26/2017	170126036	9
Thailand	MEDIA MACHINE	7/26/2017	170126038	9
UAE	HYDROGEN	8/6/2014	215426	9
United Kingdom	HYDROGEN	6/13/2017	UK00003237121	9
United States	H3O	7/6/2017	87516814	9
United States	H4V	7/20/2017	87535928	9
United States	Hydrogen Coin [stylized]	7/20/17	87535904	9
United States	Hydrogen One	7/6/2017	87516798	9
United States	Hydrogen	7/6/2017	87516808	9
United States	Media Machine	7/5/2017	87516819	9
United States	Serious Cinema In Your Pocket	7/27/2017	87545538	9