### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM483837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BRAVEN LC		07/20/2018	Limited Liability Company: UTAH

#### **RECEIVING PARTY DATA**

Name:	ZAGG AMPLIFIED, INC.
Street Address:	3855 South 500 West, Ste J
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84115
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Serial Number:	88007879	360 COMMAND
Serial Number:	87905727	360GO
Serial Number:	87284733	BRAVA ADAPT
Serial Number:	87284723	BRAVA ONE
Serial Number:	87832524	BRAVEN
Registration Number:	4336017	BRAVEN
Registration Number:	5509805	BRAVEN VALE
Serial Number:	87428646	BRAVEN VILLA
Serial Number:	87699965	FIELD TESTED, USER APPROVED
Serial Number:	87270740	FLYE SPORT
Serial Number:	87818577	FLYE SPORT COMMAND
Serial Number:	87270741	FLYE SPORT GLO
Serial Number:	87270746	FLYE SPORT POWER
Serial Number:	87270748	FLYE SPORT REFLECT
Serial Number:	87284751	NOW YOU'RE READY
Serial Number:	87284742	READY ELITE
Serial Number:	87284735	READY PRIME
Serial Number:	87284744	READY PRO
Serial Number:	87284748	READY SOLO
		TRADEMARK

900460183 REEL: 006395 FRAME: 0312

Property Type	Number	Word Mark	
Serial Number:	86874512	RUGGED IS IN OUR DNA	
Serial Number:	87336741	STRYDE	
Serial Number:	87336747	STRYDE 360	
Serial Number:	87336759	STRYDE XL	
Serial Number:	87820475	TEAM MODE	
Registration Number:	5509804	VALE	

#### **CORRESPONDENCE DATA**

#### Fax Number:

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.

**Email:** ipmail@diplaw.com

Correspondent Name: DURHAM JONES & PINEGAR

Address Line 1: 111 S Main, Suite 2400
Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	Sarah W. Matthews
SIGNATURE:	/Sarah W. Matthews/
DATE SIGNED:	07/30/2018

#### **Total Attachments: 9**

source=Trademark Assignment (Braven LC) (Project Beta) - FULLY EXECUTED and compiled#page1.tif source=Trademark Assignment (Braven LC) (Project Beta) - FULLY EXECUTED and compiled#page3.tif source=Trademark Assignment (Braven LC) (Project Beta) - FULLY EXECUTED and compiled#page4.tif source=Trademark Assignment (Braven LC) (Project Beta) - FULLY EXECUTED and compiled#page5.tif source=Trademark Assignment (Braven LC) (Project Beta) - FULLY EXECUTED and compiled#page6.tif source=Trademark Assignment (Braven LC) (Project Beta) - FULLY EXECUTED and compiled#page7.tif source=Trademark Assignment (Braven LC) (Project Beta) - FULLY EXECUTED and compiled#page8.tif source=Trademark Assignment (Braven LC) (Project Beta) - FULLY EXECUTED and compiled#page8.tif source=Trademark Assignment (Braven LC) (Project Beta) - FULLY EXECUTED and compiled#page8.tif

#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), is entered into as of this 20th day of July, 2018, by and among BRAVEN LC, a Utah limited liability company ("Assignor"), and ZAGG AMPLIFIED, INC., a Delaware corporation ("Assignee"). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a "Party," and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the "Parties."

The Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement").

Pursuant to the Purchase Agreement, the Assignor has agreed to execute this Assignment and assign to the Assignee all of Assignor's right, title and interest in and to the trademark registrations set forth on the attached Schedule 1 and all issuances, extensions, and renewals thereof (collectively, the "Trademarks"), and the Assignee has agreed to acquire all right, title and interest in and to the Trademarks.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Assignment but not defined in this Assignment have the meaning ascribed to them in the Purchase Agreement.
- 2. <u>Assignment.</u> Under the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, transfers, assigns and delivers to the Assignee, all of the Assignor's worldwide rights, title and interest and benefit in and to, as of the Closing Date, all the Trademarks, together with the right to all present and future income, royalties, fees, damages, payments and other proceeds due now or hereafter due or payable with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any present or future infringement, dilution, misuse, breach or misappropriation of the Trademarks, including the goodwill of the businesses connected to the use of any of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.
- 3. Recordation. The Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office, or any foreign equivalent thereto, and any other Governmental Body to record the Assignee as owner of the Trademarks, and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any assignee or successor thereto.

- 4. <u>Terms of the Purchase Agreement</u>. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 5. <u>Cooperation</u>. Assignor agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Trademarks) known to the Assignor with respect to the Trademarks, and, at Assignee's cost, it will, as reasonably requested by Assignee, testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use commercially reasonable efforts at the reasonable request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Trademarks and in enjoying the full benefits thereof. Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any reasonable and lawful documents required to be executed by Assignor which execution has not been completed within five (5) Business Days after request therefor by Assignee.
- 6. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 7. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature pages follow]

- 2 –

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

### ASSIGNOR:

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		1	· /#	§ §	1

Name: Stuart Notes

Title: Chief Restructuring Officer

State of \_\_\_\_\_\_

County of Ombe

Before me. Mark Decipilation—, on this day personally appeared 

Stand Decipies—, the Color Remark of BRAVEN LC, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

W.5)2=

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

**ASSIGNEE**:

ZAGG AMPLIFIED, INC.

By: \_\_\_\_\_\_

Name: Chris Ahern 6422CAEAAB5F476...

Title: President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

## SCHEDULE 1

**Trademarks** 



# Incipio (32650) BRAVEN Trademark Report July 17, 2018

360 COMMAND 360GO BRAVA ADAPT BRAVA ONE BRAVEN BRAVEN BRAVEN BRAVEN BRAVEN BRAVEN BRAVEN BRAVEN BRAVEN	United States of America India Thailand Israel Indonesia United States of America and Antigua and Antigua and	0 0 0 0 0 0	Pending Published Allowed Allowed Pending Pending Pending Published Published Published Published Published	88/007,879 88/007,879 87/905,727 87/284,733 87/284,723 3002876 862391 1243593 D002015059318 87/832,524 1243593	6/20/2018 5/3/2018 12/29/2016 12/29/2016 1/15/2015 9/14/2012 1/15/2015 1/2/21/2015 3/13/2018 1/15/2015	
BRAVEN	Antigua and Barbuda Albania	ဖ ဖ	Registered Registered	1243593 1243593	1/15/2015 1/15/2015	1/15/2015 1/15/2015
BRAVEN	Armenia Azerhaiian	اوام	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Azerbaıjan Bosnia and Herzegovina	9 မ	Registered Registered	1243593 1243593	1/15/2015 1/15/2015	1/15/2015 1/15/2015
BRAVEN BRAVEN	Bahrain Bonaire, St. Eustatuis and Saba	9	Registered Registered	1243593 1243593	1/15/2015 1/15/2015	1/15/2015 1/15/2015
BRAVEN	Bhutan	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Botswana	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Belarus	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Switzerland	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Colombia	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Cuba	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Curacao	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Cyprus	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Czech Republic	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Egypt	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Ghana	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Croatia	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Iran (Islamic Republic of)	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Iceland	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Kenya	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Kyrgyzstan	9	Registered	1243593	1/15/2015	1/15/2015
BRAVEN	Korea,	9	Registered	1243593	1/15/2015	1/15/2015
	Republic of					

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## Incipio (32650) BRAVEN Trademark Report July 17, 2018

BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN	BRAVEN
China	European Community	Zambia	World Intellectual Property Organization (WIPO)	Vietnam	Uzbekistan	Ukraine	Turkey	Tunisia	Turkmenistan	Tajikistan	Swaziland	Sint Maarten	Sao Tome and Principe	San Marino	Sierra Leone	Sudan	Rwanda	Russian Federation	Republic of Serbia	Oman	Norway	Namibia	Mozambique	Mongolia	Macedonia	Madagascar	Republic of Montenegro	Moldova, Republic of	Monaco	Lesotho	Liberia	Liechtenstein	Kazakhstan
9	9	9	ဖ	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered
11418345	11139243	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593	1243593
8/29/2012	8/24/2012	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1243593 1/15/2015
1/28/2014	1/2/2013	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015

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BRAVEN  BRAVEN	Republic of Singapore Korea, Republic of United States of America Philippines New Zealand Australia Japan United States of America Canada Taiwan, Republic of China United Kingdom Brazil Hong Kong, China United Morocco Argentina Malaysia Mexico United States of America Inited States of America		Registered	BRAVEN         Republic of Singapore         9         Registered Registered         4/3/3/3/3/3/3/3/3/3/3/3/3/3/3/3/3/3/3/3		8/24/2012 8/29/2012 8/29/2015 1/12/2015 8/24/2012 8/24/2012 8/23/2012 8/23/2012 8/23/2012 8/28/2012 8/28/2012 8/28/2012 8/28/2012 8/28/2012 8/28/2012 8/28/2012 8/28/2012 8/28/2012 8/28/2012 8/28/2012
	Brazil Hong Kong, China Morocco	9 9 9	Registered Registered	905302206 302358045 146833		9/17/2012 8/28/2012 8/28/2012
AVEN	Argentina	9 9	Registered Registered	146833 2831709		8/28/2012 11/18/2015
BRAVEN	Malaysia Mexico	စစ	Registered Registered	2012014698 1395545		8/30/2012 8/27/2012
BRAVEN VALE	United States of America	9	Registered	5,509,805		6/30/2017
BRAVEN VILLA	United States of America	9	Allowed	87/428,646		4/27/2017
FIELD TESTED, USER APPROVED	United States of America	9	Pending	87/699,965		11/28/2017
FLYE SPORT	United States of America	9	Allowed	87/270,740		12/15/2016
FLYE SPORT COMMAND	United States of America	9	Published	87/818,577	7	7 3/2/2018
FLYE SPORT GLO	United States of America	9	Allowed	87/270,741	1	12/15/2016
FLYE SPORT POWER	United States of America	9	Allowed	87/270,746	0,	3 12/15/2016
FLYE SPORT REFLECT	United States of America	9	Allowed	87/270,748	8	8 12/15/2016
NOW YOU'RE READY	United States of America	9	Allowed	87/284,751		12/29/2016
READY ELITE	United States of America	9	Allowed	87/284,742	Š	12/29/2016

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READY PRIME	United States	9	Allowed	87/284,735	12/29/2016	1
	of America					
READY PRO	United States	9	Allowed	87/284,744	12/29/2016	1
	of America					
READY SOLO	United States	9	Allowed	87/284,748	12/29/2016	1
	of America					
RUGGED IS IN	United States	9	Allowed	86/874,512	1/13/2016	1
OUR DNA	of America					
STRYDE	United States	9	Allowed	87/336,741	2/15/2017	:
	of America					
STRYDE 360	United States	9	Allowed	87/336,747	2/15/2017	:
	of America					
STRYDE XL	United States	9	Allowed	87/336,759	2/15/2017	1
	of America					
TEAM MODE	United States	9	Pending	87/820,475	3/5/2018	-
	of America					
VALE	United States	9	Registered	5,509,804	6/30/2017	7/3/2018
	of America					

**RECORDED: 07/30/2018** 

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