

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wicked Audio, Inc.	FORMERLY Safety Innovations, Inc.	11/14/2018	Corporation:
RECEIVING PARTY DATA			
Name:	EarHugger Safety Products, Inc.		
Street Address:	824 South Auto Mall Drive		
Internal Address:	#2		
City:	American Fork		
State/Country:	UTAH		
Postal Code:	84003		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75027298	EARHUGGER	
CORRESPONDENCE DATA			
Fax Number:	8015327750		
<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:	8015327840		
Email:	lshaw@parrbrown.com		
Correspondent Name:	LaShel Shaw		
Address Line 1:	101 South 200 East, Suite 700		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	LaShel Shaw		
SIGNATURE:	/LaShelShaw/		
DATE SIGNED:	11/26/2018		
Total Attachments: 9			
source=AssignmentAgreement20181114#page1.tif			
source=AssignmentAgreement20181114#page2.tif			
source=AssignmentAgreement20181114#page3.tif			
source=AssignmentAgreement20181114#page4.tif			

OP \$40.00 75027298

source=AssignmentAgreement20181114#page7.tif
source=AssignmentAgreement20181114#page8.tif
source=AssignmentAgreement20181114#page9.tif
source=AssignmentAgreement20181114#page10.tif
source=AssignmentAgreement20181114#page11.tif

This agreement (this "**Agreement**") sets forth the agreement between Wicked Audio, Inc. ("**Assignor**") and EarHugger Safety Products, Inc. ("**Assignee**") with respect to the Acquired Rights (as defined below).

WHEREAS Assignor's predecessor-in-interest Empire Brands, Inc. irrevocably assigned to Assignee's predecessor-in-interest Safety Innovations, Inc. all rights in the Trademark EARHUGGER, listed on the Federal Registry as Number 2029986 (the "Mark") on or about October 30, 2012 pursuant to the written agreement attached hereto as Exhibit A;

WHEREAS this assignment was never recorded with the United States Patent and Trademark Office, and ownership of the Mark was later updated on its records as belonging to Assignor;

WHEREAS the parties wish to give effect to the original written agreement between Assignee and Empire Brands, Inc.;

THEREFORE, for good and valuable consideration, the parties agree as follows

1. Quitclaim. In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys, and quitclaims to Assignee, and its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest of every kind and nature in and to the Mark. The parties acknowledge and agree that Assignor is assigning, transferring, and conveying whatever interest Assignor has or may have in the Mark, if any, without any representations or warranties of any kind.

2. Consideration. As consideration in full for the Acquired Rights, Assignee shall pay Assignor a one-time fee in the amount of \$1.00.

3. Further Assurances. From and after the date hereof, upon Assignee's reasonable request, 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 reasonably necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

4. General.

(a) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of

the State of Utah without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Utah in each case located in the City of Salt Lake and County of Salt Lake, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(d) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(e) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date below.

[NAME OF ASSIGNOR]

By: 

Name: Steve Jaynes

Title: President

Date: 11/14/18

[NAME OF ASSIGNEE]

By: 

Name: Erich Pletsch

Title: President

Date: 11/14/18

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated as of October 30, 2012, is made by EMPIRE BRANDS, INC., formerly EARHUGGER, INC, formerly M-SQUARED, Inc., ("Transferor"), a Utah corporation, in favor of SAFETY INNOVATIONS, INC., ("Transferee"), a Utah corporation.

WHEREAS, Transferor has agreed to execute and deliver this Agreement to effect the transfer to Transferee of certain intellectual property rights owned by Transferor under the terms of the Assignment agreement dated January 25, 2010 and recorded with the United States Patent and Trademark Office on November 19, 2010 a copy of which is attached as Exhibit "A".

WHEREAS, concurrent with the execution hereof, Transferee has agreed to license the intellectual property rights conveyed by the assignment contained in this Agreement to Transferor on a royalty-free basis for a period of ninety nine (99) years following the date of the assignment herein (the "License Term") pursuant to a License Agreement between Transferor and Transferee, dated as of the date hereof;

NOW THEREFORE, the parties agree as follows:

1. Assigned Trademark. The Assigned Trademark shall be described on Exhibit "A" and as follows:

Mark:	EARHUGGER
Serial No.	75027298
Registration No.	2029986
Issue Date:	01/14/1997
Filing Date:	12/05/1995

2. Assignment. Transferor hereby irrevocably conveys, transfers and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title and interest in and to (the Assigned Trademark):

(a) all rights of any kind whatsoever of Transferor accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; provided that Transferor may retain any income or payments which become due or payable to it as a result of its use of the Assigned Trademark on or prior to the date hereof or during the License Term; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for

damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Transferor authorizes any governmental official to record and register this Agreement and related assignment upon request by Transferee. Transferor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark is properly assigned to Transferee, or any assignee or successor thereto.

4. Counterparts. This Agreement 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 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 Agreement.

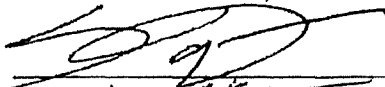
5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

TRANSFEROR:

EMPIRE BRANDS, INC.


By: Steve Jaynes

TRANSFEE:

SAFETY INNOVATIONS, INC.



Erich Pletsch, President

EXHIBIT A: Trademark and Assignment

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE	NEW ASSIGNMENT		
NATURE OF CONVEYANCE.	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE.	01/01/2009		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Earhugger, Inc	FORMERLY M-Squared, Inc	01/01/2009	CORPORATION UTAH
RECEIVING PARTY DATA			
Name.	Empire Brands, Inc.		
Street Address	875 West 325 North		
City	Lindon		
State/Country	UTAH		
Postal Code	84042		
Entity Type	CORPORATION UTAH		
PROPERTY NUMBERS Total 5			
Property Type	Number	Word Mark	
Registration Number	2029986	EARHUGGER	
Senal Number	77141965	ICANDY	
Registration Number	3498753	POWERUP	
Registration Number	3636450	PURE SOUND	
Registration Number	3636449	WICKED AUDIO	
CORRESPONDENCE DATA			
Fax Number	(801)321-4893		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful</i>		
Phone	(801) 328-3600		
Email	dtingey@kmlaw.com		
Correspondent Name	David B Tingey		
Address Line 1	60 East South Temple, Suite 1800		
Address Line 4	Salt Lake City, UTAH 84111		

OP \$140.00 2029986

900175851

TRADEMARK
REEL: 004418 FRAME: 0720
TRADEMARK
REEL: 006488 FRAME: 0480

ATTORNEY DOCKET NUMBER	7688 8
NAME OF SUBMITTER	David B Tingey
Signature	/David B Tingey/
Date	11/19/2010
Total Attachments 2 source=Empire_Assignment#page1.tif source=Empire_Assignment#page2.tif	

ASSIGNMENT
(Nunc Pro Tunc)

WHEREAS, sometime prior to about 1 January 2009, Earhugger, Inc., L.L.C. (hereinafter referred to as "Assignor"), a corporation of the state of Utah having a principal business office at 875 West 325 North, Lindon, Utah 84042, had adopted and used, and was using, and was the owner of all right, title, and interest in and to the following trademarks:

"CASELINE", which was registered in the United States Patent and Trademark Office as Registration No. 2,968,177 on July 12, 2005,

"EARHUGGER", which was registered in the United States Patent and Trademark Office as Registration No. 2,029,986 on January 14, 1997;

"iCANDY", which was filed in the United States Patent and Trademark Office as Serial No. 77/141,965 on March 27, 2007;

"POWERUP", which was registered in the United States Patent and Trademark Office as Registration No. 3,498,753 on September 9, 2008;

"PURE SOUND", which was registered in the United States Patent and Trademark Office as Registration No. 3,636,450 on June 9, 2009; and

"WICKED AUDIO", which was registered in the United States Patent and Trademark Office as Registration No. 3,636,449 on June 9, 2009 (hereinafter referred to collectively as the "marks");

WHEREAS, Empire Brands, Inc. (hereinafter referred to as "Assignee"), a corporation of the state of Utah having a principal business office at 875 West 325 North, Lindon, Utah 84042, has previously been assigned the entire right, title, and interest in and to the marks and the aforesaid registrations thereof and is now desirous of confirming such assignment and of further securing its ownership of the marks;

NOW, THEREFORE, Assignor hereby confirms that on or about 1 January 2009, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which are hereby acknowledged, THE

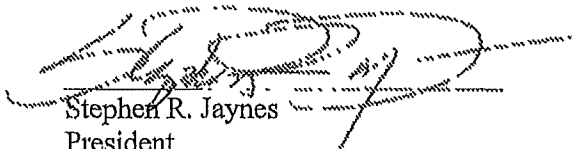
ASSIGNOR ASSIGNED TO THE ASSIGNEE the entire right, title, and interest, and all accrued rights, in and to the marks and the above-identified registrations thereof, together with the goodwill of the business symbolized by and associated with the marks.

The Assignor hereby authorizes and requests the United States Commissioner for Trademarks, and such officials in foreign countries as are duly authorized by their laws to register trademarks, to issue any and all certificates of registrations of the mark to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.

This Assignment and Agreement shall be binding upon the Assignor's heirs, successors, assigns and legal representatives.


IN WITNESS WHEREOF, the Assignor has caused the hand of its duly authorized representative to be subscribed hereto.

EARHUGGER, INC.


Stephen R. Jaynes
President

STATE OF UTAH)
) : ss.
COUNTY OF Utah)

On the 25 day of January, 2010, before me personally appeared Stephen R. Jaynes, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.


NOTARY PUBLIC
Residing at Pleasant Grove

My Commission Expires:
8/12/2012

