

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505210

<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>
SpeakerBox Communications, LLC		01/01/2019	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RepEquity, LLC		
<b>Also Known As:</b>	REQ		
<b>Street Address:</b>	1211 Connecticut Avenue, NW, Suite 250		
<b>City:</b>	Washington		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77088597	SPEAKERBOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028576395		
<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>	2028576000		
<b>Email:</b>	cathy.obrien@arentfox.com		
<b>Correspondent Name:</b>	Amy McFarland		
<b>Address Line 1:</b>	Arent Fox LLP		
<b>Address Line 2:</b>	1717 K Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20006-5344		
<b>ATTORNEY DOCKET NUMBER:</b>	030733.00012		
<b>NAME OF SUBMITTER:</b>	Amy McFarland		
<b>SIGNATURE:</b>	/Amy McFarland/		
<b>DATE SIGNED:</b>	01/09/2019		
<b>Total Attachments: 4</b>			
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## Intellectual Property Assignment

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made as of January 1, 2019 by and between SpeakerBox Communications, LLC, a Virginia limited liability company (“**Assignor**”), and RepEquity, LLC d/b/a REQ, a Delaware limited liability company (“**Assignee**”), pursuant to that certain Asset Purchase Agreement, of even date herewith, by and between Assignor and Assignee (the “**Asset Purchase Agreement**”). Capitalized terms used but not otherwise defined herein have the respective meanings given to such terms in the Asset Purchase Agreement.

A. Assignor is the owner of the trademarks, domain names and other intellectual property rights set forth on Schedule 1 attached hereto and the goodwill of the Business symbolized thereby (collectively, the “**Intellectual Property**”), which constitute part of the Transferred Assets under the Asset Purchase Agreement; and

B. In connection with the transactions contemplated by the Asset Purchase Agreement and for the purchase price set forth therein, Assignor desires to assign and transfer all of its right, title and interest in, to and under the Intellectual Property to Assignee, and Assignee desires to accept such assignment and transfer, subject to the terms and conditions set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, Assignor’s entire right, title and interest in, to and under the Intellectual Property together with: (i) all rights corresponding thereto in the United States of America and throughout the world; (ii) the right to sue for and recover damages and profits from past, present and future infringements thereof; (iii) all of the goodwill of the Business connected with the Intellectual Property; and (iv) the right to secure renewals, reissues and extensions of the Intellectual Property or registrations thereof in the United States of America and throughout the world, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further agrees, at the request of Assignee or its successor in interest, to do all lawful acts which may be reasonably required for obtaining or perfecting Assignee’s title in and to the Intellectual Property.

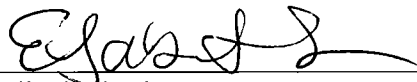
Article IX of the Asset Purchase Agreement is hereby incorporated by reference and made a part hereof.

[Remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment as of the date first set forth above.

**Assignor:**

SPEAKERBOX COMMUNICATIONS, LLC,  
a Virginia limited liability company

By:   
Elizabeth Shea  
President and CEO

**Assignee:**

REPEQUITY, LLC d/b/a REQ,  
a Delaware limited liability company

By: \_\_\_\_\_  
Raymond E. Donnelly III  
President and CEO

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment as of the date first set forth above.

**Assignor:**

**Assignee:**

SPEAKERBOX COMMUNICATIONS, LLC,  
a Virginia limited liability company

REPEQUITY, LLC d/b/a REQ,  
a Delaware limited liability company

By: \_\_\_\_\_  
Elizabeth Shea  
President and CEO

By: Raymond E. Donnelly III  
Raymond E. Donnelly III  
President and CEO

**SCHEDULE 1  
INTELLECTUAL PROPERTY**

1. **SpeakerBox Trademark**
  - a. **USPTO Registration**

**Word Mark**      **SPEAKERBOX**

**Goods and Services**      **IC 035. US 100 101 102. G & S: Development of marketing strategies and concepts; Marketing consulting; Public relations. FIRST USE: 20070319. FIRST USE IN COMMERCE: 20070319**

**Mark Drawing Code**      **(4) STANDARD CHARACTER MARK**

**Serial Number**      **77088597**

**Filing Date**      **January 23, 2007**

**Registration Number**      **3419339**

**Registration Date**      **April 29, 2008**

**Owner**      **(REGISTRANT) The SheaHedges Group, LLC LIMITED LIABILITY COMPANY VIRGINIA Suite T410 7900 Westpark Drive McLean VIRGINIA 22102**

**Assignment Recorded**      **ASSIGNMENT RECORDED December 14, 2018**

2. **Domain Names:**
  - a. **www.speakerboxpr.com**
  - b. **www.speakerbox.co**
  - c. **www.speakerbox.net**
  - d. **www.speakerbox.biz**
  
3. **Social Media Handles:**
  - a. **Twitter: @SpeakerBox**
  - b. **Facebook: SpeakerBoxCommunications**
  - c. **LinkedIn: SpeakerBox-Communications**
  - d. **Instagram: SpeakerBox\_Communications**