

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLI Charge, Inc.		02/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Flag Acquisition, LLC		
Street Address:	191 East Deerpath		
Internal Address:	Suite 100		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5101861	FLI CHARGE	
Registration Number:	5177495		
Registration Number:	5237784	FLI CHARGE	
Serial Number:	87960054		
Serial Number:	87960174	FLI CHARGE	
Serial Number:	87960230	FLICUBE	
Serial Number:	87960261	FLIWAY 40	
Serial Number:	87960086		
Serial Number:	87960158	FLI CHARGE	
Serial Number:	87829560	PUT DOWN POWER UP	
Serial Number:	87829561	PUT DOWN CHARGE UP	
Serial Number:	88007148		
Serial Number:	88001818	FLICOIN	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		

CH \$340.00 5101861

Email: raza.siddiqui@kirkland.com
Correspondent Name: Raza Siddiqui
Address Line 1: 300 N. Lasalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 25665/3

NAME OF SUBMITTER: Raza siddiqui

SIGNATURE: /razasiddiqui/

DATE SIGNED: 02/20/2019

Total Attachments: 5

source=Trademark Assignment between FLI Charge, Inc. and Flag Acquisition, LLC#page1.tif

source=Trademark Assignment between FLI Charge, Inc. and Flag Acquisition, LLC#page2.tif

source=Trademark Assignment between FLI Charge, Inc. and Flag Acquisition, LLC#page3.tif

source=Trademark Assignment between FLI Charge, Inc. and Flag Acquisition, LLC#page4.tif

source=Trademark Assignment between FLI Charge, Inc. and Flag Acquisition, LLC#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of this 15th day of February, 2019 (the "Effective Date") by and between FLI Charge, Inc., a Delaware corporation ("Assignor") and Flag Acquisition, LLC, a Delaware limited liability company ("Assignee"). The Assignor, on the one hand, and the Assignee, on the other hand, are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 15, 2019 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and trademark applications listed in Schedule A, together with any goodwill associated with the foregoing (collectively, the "Trademarks"), such that Assignee will be the exclusive owner of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest, in and to the Trademarks, together with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past, present, or future infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including rights to register, prosecute, maintain or record any of the foregoing, and all copies and tangible embodiments of any such rights (in whatever form or medium), for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor shall from time to time and for up to two years after the delivery of this Assignment, take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

* * * * *

Trademark Assignment

**TRADEMARK
REEL: 006568 FRAME: 0525**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

FLI CHARGE, INC.

By:

DocuSigned by:

CB80D164C9B44B0...

Name:

Cliff Weinstein

Its:

Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

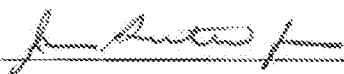
ASSIGNOR:

FLI CHARGE, INC.

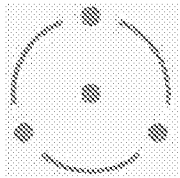
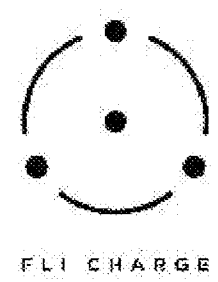
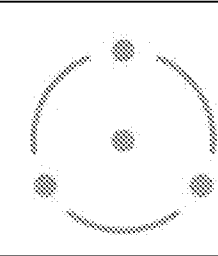
By: _____
Name: _____
Title: _____


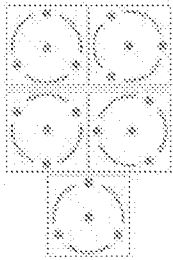
ASSIGNEE:

FLAG ACQUISITION, LLC

By:  _____
Name: _____
Title: _____

SCHEDULE A

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
FLI CHARGE	U.S.	86/853,724 December 18, 2015	5101861 December 13, 2016
	U.S.	86/854,273 December 18, 2015	5177495 April 4, 2017
	U.S.	86/854,186 December 18, 2015	5237784 July 4, 2017
	U.S.	87/960,054 June 13, 2018	N/A
FLI CHARGE	U.S.	87/960,174 June 13, 2018	N/A
FLICUBE	U.S.	87/960,230 June 13, 2018	N/A
FLIWAY 40	U.S.	87/960,261 June 13, 2018	N/A

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
	U.S.	87/960,086 June 13, 2018	N/A
FLI CHARGE	U.S.	87/960,158 June 13, 2018	N/A
PUT DOWN POWER UP	U.S.	87/829,560 March 12, 2018	N/A
PUT DOWN CHARGE UP	U.S.	87/829,561 March 12, 2018	N/A
 (Motion Mark)	U.S.	88/007,148 June 20, 2018	N/A
FLICOIN	U.S.	88/001,818 March 13, 2018	N/A

Trademark Assignment