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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM514764

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atlas RFID Solutions, LLC		03/15/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Atlas RFID Solutions Store, LLC
Street Address:	1728 3rd Avenue North, Suite 400
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35203
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3553036	ATLAS RFID SOLUTIONS

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: trademark@honigman.com

Correspondent Name: Angela Alvarez Sujek

Address Line 1: Honigman LLP

Address Line 2: 39400 Woodward Avenue, Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER:	265598-444497
NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/angela alvarez sujek/
DATE SIGNED:	03/18/2019

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS and DOMAIN

This ASSIGNMENT OF TRADEMARKS and DOMAINS ("Assignment Agreement"), is made and entered into this 15th day of March, 2019, by and between Atlas RFID Solutions, LLC, aka Atlas RFID Solutions, a Delaware limited liability company ("Assignor") and Atlas RFID Solutions Store, LLC, a Delaware limited liability company ("Assignee").

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to:
- (a) the trademarks, service marks, logos, or other identifiers identified on Schedule A attached hereto including any derivations thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and including any common law rights in the Assigned Trademarks and any pending applications or registrations of the Assigned Trademarks;
- (b) the domain names identified on Schedule A attached hereto, including the current registrations thereof (the "Assigned Domains");
- (c) all rights to income, royalties, and license fees deriving from the Assigned Marks or Assigned Domains; all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Assigned Marks or Assigned Domains or injury to the goodwill associated with the Assigned Marks or Assigned Domains; and the right to sue for and collect such damages; and
- (d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

2. Transfer of Assigned Domains.

- (a) On the date hereof, Assignor shall execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Assigned Domains to Assignee, and cause the Assigned Domains to be registered in the name of Assignee.
 - (b) The Domain Name will be deemed transferred when:
- (i) the applicable WHOIS database identifies Assignee as the registrant of the Assigned Domains; and
 - (ii) the Assignee has administrative and technical access to the Assigned Domains.
- 3. <u>Further Actions</u>. Following the date hereof, 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 effect, evidence or perfect the assignment of the Assigned Trademarks and Assigned Domains to Assignee.

- 4. <u>Assignor's Representations</u>. Assignor represents that it is the sole owner of all right, title and interest in and to the Assigned Trademarks and the Assigned Domains and has the authority to sell these rights free and clear of all liens, claims, interests, and encumbrances of whatever kind or nature.
- 5. <u>Counterparts</u>. This Assignment 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 Assignment 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 Assignment Agreement.
- 6. <u>Successors and Assigns</u>. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(signature page follows)

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ASSIGNOR:

Atlas RFID Solutions, LLC

Name: Kolony

Title: Robert Fuqua, CEO

Date: March 15, 2019

ASSIGNEE:

Atlas RFID Solutions Store, LLC

Name:

Title: Shain Armstrong, COO

Date: March 15, 2019

SCHEDULE 1

ASSIGNED TRADEMARKS AND ASSIGNED DOMAINS

TRADEMARKS:

Federal:

Mark	Reg. No.
	U.S. Reg. No. 3,553,036
atias RFID	

Common law, including but not limited to:

ATLAS
ATLAS RFID
ATLAS RFID SOLUTIONS

DOMAINS, including but not limited to:

Domain Name	Creation Date
atlasrfid.biz	2008-07-29
atlasrfid.co	2012-02-04
atlasrfid.com	2006-09-19
atlasrfid.info	2008-07-29
atlasrfid.mobi	2014-01-17
atlasrfid.org	2008-07-29
atlasrfid.us	2014-01-17

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atlasrfidsolutions.biz	2006-07-05
atlasrfidsolutions.co	2012-02-04
atlasrfidsolutions.com	2006-07-05
atlasrfidsolutions.info	2006-07-05
atlasrfidsolutions.mobi	2014-01-17
atlasrfidsolutions.net	2006-07-05
atlasrfidsolutions.org	2006-07-05
atlasrfidsolutions.us	2014-01-17

Social Media Accounts, including but not limited to:

Facebook: AtlasRFID

RECORDED: 03/18/2019

LinkedIn: atlasrfidstore, atlas-rfid-solutions

Twitter: @atlasRFID, @atlastRFIDstore