

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EGENUITY, LLC		06/30/2019	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	EGENUITY HOLDINGS, LLC		
Street Address:	134 E. Jackson Street		
City:	Monroe		
State/Country:	INDIANA		
Postal Code:	46772		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3469019	EGENUITY	
Registration Number:	4317115	EZTRAX	
Registration Number:	4612008	EZQUICKPASS	
Registration Number:	4743447	EZWRENCH	
Registration Number:	4881742	EZWASH	
Registration Number:	4059898	SNAPSTORM	
Registration Number:	3425882	ELUBE	
CORRESPONDENCE DATA			
Fax Number:	5854543968		
<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:	585-987-2800		
Email:	trademarks@woodsoviatt.com		
Correspondent Name:	Woods Oviatt Gilman LLP		
Address Line 1:	1900 Bausch & Lomb Place		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	FI297.113509		
NAME OF SUBMITTER:	Katherine H. McGuire, Esq.		
SIGNATURE:	/Katherine H. McGuire/		

CH \$190.00 3469019

DATE SIGNED:	07/03/2019
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Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of the 30th day June, 2019, is made by EGENUITY, LLC, an Indiana limited liability company (“Seller”), in favor EGENUITY HOLDINGS, LLC, a Delaware limited liability company (“Buyer”), the purchaser of certain assets of Seller pursuant to the certain Asset Purchase Agreement, dated of even date herewith, by and among Buyer, Seller, and Daniel Lehman (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (collectively, the “Assigned IP”):

(a) the patents and patent applications set forth on **Schedule I** hereto and all issuances, divisions, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, reexaminations, restorations, and renewals thereof (the “Patents”), together with all Trade Secrets (as defined herein), work papers, and other documents related thereto;

(b) the trademark registrations and applications set forth on **Schedule II** hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business of Seller connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on **Schedule III** hereto and all issuances, extensions, and renewals thereof (the “Copyrights”);

(d) the internet domain names set forth on **Schedule IV** hereto and all social media accounts and user names (including “handles”), whether or not Trademarks, together with all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights;

(e) all mask works and all registrations, applications for registration, and renewals thereof;

(f) all industrial designs and all Patents, registrations, applications for registration, and renewals thereof;

(g) all trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data

compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein (“Trade Secrets”);

(h) all rights in and to all computer software and code, including all new versions, updates, revisions, improvements, and modifications thereof, whether in source code, object code, or executable code format, including systems software, application software (including mobile apps), firmware, middleware, programming tools, scripts, routines, interfaces, libraries, and databases, and all related specifications and documentation, including developer notes, comments and annotations, user manuals, and training materials relating to any of the foregoing;

(i) all other intellectual or industrial property and proprietary rights of Seller sold to Buyer pursuant to the Purchase Agreement;

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

(k) 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; and

(l) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors and assigns, 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. 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.

4. Counterparts. This IP Assignment 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 IP Assignment 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 IP Assignment.

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


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

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

EGENUITY, LLC

By: 
Name: Daniel Lehman
Title: Manager

BUYER:

EGENUITY HOLDINGS, LLC

By: 
Name: Keegan Dum
Title: Chief Executive Officer

SCHEDULE I
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents:

None.

Patent Applications:

None.

SCHEDULE II
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

Mark	Jurisdiction	Registration Number	Registration Date
eGenuity	USPTO	3469019	July 15, 2008
ezTrax	USPTO	4317115	April 9, 2013
ezQuickPass	USPTO	4612008	September 30, 2014
ezWrench	USPTO	4743447	May 26, 2015
ezWash	USPTO	4881742	January 5, 2016
Snapstorm	USPTO	4059898	November 22, 2011
eLube	USPTO	3425882	May 13, 2008

Trademark Applications:

None.

SCHEDULE III
ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations:

None.

Copyright Applications:

None.

SCHEDULE IV
DOMAIN NAMES

ogenuity.com
snapstorm.com
snapstorm.info
washcontrol.com
washmycarapp.com
egenuity.com
egenuitydns.com
egenuitystore.com
elube.biz
elube.net
endlesswash.com
ezcashier.biz
ezcashier.com
ezcashier.net
ezcontroller.net
ezdiner.com
ezgreeter.com
ez-otto.com
eztimecards.com
eztimecards.net
ezunlimited.com
ezwashapp.com
ezwashc.com
ezwashpro.com
ezwashstore.com
ezwrench.com
ezwrench.info
ezwrench.net
internetautoshop.com
invoeye.com
invomax.com
invovision.com
securecard.net
snapstorm.mobi
snapstorm.us
washmanager.com
washticket.com
washtickets.com

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