

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Move, Inc.		06/14/2019	Corporation: MONTANA
RECEIVING PARTY DATA			
Name:	MOVE Industries, LLC		
Street Address:	1703 Channel Rd.		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5021590	MOVE	
Registration Number:	5017338	MOVE BUMPER COMPANY	
Registration Number:	5010519	MOVE	
Registration Number:	5367798	BORN TO BUILD	
CORRESPONDENCE DATA			
Fax Number:	5124578008		
<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:	5124578000		
Email:	cheusmann@dbcllp.com		
Correspondent Name:	Coti Heusmann		
Address Line 1:	303 Colorado		
Address Line 2:	Suite 2300		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Coti Heusmann		
SIGNATURE:	/Coti Heusmann/		
DATE SIGNED:	07/03/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSET ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSET ASSIGNMENT (this “**IP Assignment**”) is made as of June 14, 2019 (“**Effective Date**”), by and between MOVE Industries, LLC, a Texas limited liability company (the “**Assignee**”) and Move, Inc., a Montana corporation (the “**Assignor**”).

WHEREAS, pursuant to that certain Asset Contribution and Purchase Agreement (the “**Contribution and Purchase Agreement**”), dated as of the Effective Date, by and among the Assignor, Assignee and the other parties thereto, the Assignor has agreed to assign, transfer, deliver, contribute and convey to the Assignee, and the Assignee has agreed to receive from Assignor, all right, title and interest of every kind and nature in and to the patents, trademarks, service marks, trade dress, trade names, brand names, logos, social media accounts, and domain names listed on Schedule A hereto (including all associated goodwill associated therewith) (collectively, the “**Registered IP**”) and all other Intellectual Property Assets (the “**Other Intellectual Property**”); and

WHEREAS, the Assignor and Assignee desire to effect the consummation of the assignment, transfer, delivery and conveyance to the Assignee of the Registered IP and Other Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Contribution and Purchase Agreement, the Assignor does hereby agree with the Assignee as follows:

1. **Capitalized Terms.** Capitalized terms which are used but not defined in this IP Assignment shall have the meanings ascribed to such terms in the Contribution and Purchase Agreement.

2. **Assignment of Intellectual Property Assets.**

(a) Effective at 11:59 p.m. CST on the Closing Date (the “**Effective Time**”), the Assignor, on its own behalf and on behalf of its Affiliates, does hereby irrevocably sell, assign, contribute, transfer and set over to the Assignee all rights, title and interests in and to the Registered IP and Other Intellectual Property, including all common law rights and associated goodwill, and any registrations and applications therefor and renewals and extensions of the foregoing that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor or its Affiliates if this assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Registered IP and Other Intellectual Property, with the right to sue for and collect the same for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

(b) Effective as of the Effective Time, the Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Registered IP and register any and all trademarks granted thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. **Further Assurances.** From and after the Effective Time, the Assignor shall, without further consideration, upon request, execute and deliver such instruments of transfer, conveyance, assignment and assumption and take such other action as may reasonably be necessary to evidence, perfect or consummate the Assignee’s ownership of the Registered IP and the Other Intellectual Property.

4. **Counterparts.** This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. 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. **No Third Party Beneficiaries.** Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Assignor and Assignee any remedy or claim under or by reason of this IP Assignment or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions in this IP Assignment contained shall be for the sole and exclusive benefit of Assignor and Assignee and their respective successors and permitted assigns.

6. **Binding Effect; Assignment.** This IP Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. **Governing Law.** Except to the extent that federal law preempts state law with respect to the matters covered hereby, this IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas.

8. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or based upon this IP Assignment, the documents to be delivered hereunder or the transactions contemplated hereby or thereby may be instituted only in the state and federal courts located in Dallas, Dallas County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

9. **Construction.** This IP Assignment does not modify or affect, and is subject to, the provisions of the Contribution and Purchase Agreement. The Assignor and the Assignee shall have no right to indemnification under this IP Assignment, it being understood and agreed that their sole and exclusive remedy with respect to any and all claims relating to the subject matter of this IP Assignment shall be pursuant to the indemnification provisions set forth in the Contribution and Purchase Agreement. To the extent that any provision of this IP Assignment conflicts with or is inconsistent with the terms of the Contribution and Purchase Agreement, the Contribution and Purchase Agreement shall control and govern.

[Signature page follow]

IN WITNESS WHEREOF, the undersigned have caused this IP Assignment to be duly executed on their behalf as of the date first written above.

ASSIGNEE:

MOVE INDUSTRIES, LLC

By: BASE Materials, Inc., its manager

By:  _____
Name: J.R. Kraft
Title: Chief Executive Officer

ASSIGNOR:

MOVE, INC.

By: _____
Name: James K. Steen
Title: President

IN WITNESS WHEREOF, the undersigned have caused this IP Assignment to be duly executed on their behalf as of the date first written above.

ASSIGNEE:

MOVE INDUSTRIES, LLC

By: BASE Materials, Inc., its manager

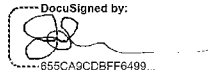
By: _____

Name: J.R. Kraft

Title: Chief Executive Officer

ASSIGNOR:

MOVE, INC.

DocuSigned by:

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By: _____

Name: James K. Steen

Title: President

**SCHEDULE A
REGISTERED IP**

Patents

- Registration No. – 167933; Registration Date – December 9, 2016; Title – Bumper; Registered – Innovation, Science and Economic Development Canada, Canadian Intellectual Property Office; Record Owner as of the Effective Date is Move, Inc.
- Registration No. – 167934; Registration Date – December 9, 2016; Title – Bumper; Registered – Innovation, Science and Economic Development Canada, Canadian Intellectual Property Office; Record Owner as of the Effective Date is Move, Inc.
- Patent No. – D796,399; Filing Date – February 3, 2016; Date of Patent – September 5, 2017; Title – Bumper Component; Registered – United States Patent and Trademark Office; Record Owner as of the Effective Date is Move, Inc.

Copyrights

- None.

Trademarks

- Registration No. – 5,021,590; Registration Date – August 16, 2016 (U.S.A.); Record Owner as of the Effective Date is Move, Inc.:



- Registration No. – 5,017,338; Registration Date – August 9, 2016 (U.S.A.); Record Owner as of the Effective Date is Move, Inc.:

MOVE BUMPER COMPANY

- Registration No. – 5,010,519; Registration Date – August 2, 2016 (U.S.A.); Record Owner as of the Effective Date is Move, Inc.:

MOVE

- File No. – 1776435; Registration Date – March 29, 2019 (Canada); Record Owner as of the Effective Date is Move, Inc.:

MOVE

- Application No. – 1,776,436; Filing Date – May 5, 2016 (Canada); Record Owner as of the Effective Date is Move, Inc.:

[Schedule A]

MOVE

- Registration No. – 5,367,798; Registration Date – January 2, 2018 (U.S.A.); Record Owner as of the Effective Date is Move, Inc.:

BORN TO BUILD

- Application No. – 62/731,153; Filing Date – September 14, 2018 (U.S.A.); Record Owner as of the Effective Date is Move, Inc.:

BUMPER BASED TIRE CARRIER

Domains

- www.movebumpers.com
- www.move.build.com
- www.diy-bumpers.com
- www.bumperblueprints.com

Social Media Accounts

- Instagram: movebumpers
- Twitter: @movebumpers
- Facebook: MOVE Bumpers
- YouTube: MOVE Bumpers
- Snap Chat: Move Bumpers

[Schedule A]

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RECORDED: 07/03/2019

**TRADEMARK
REEL: 006686 FRAME: 0531**