

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM534793

<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>
Boomerang Commerce, Inc.		05/17/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LF, LLC		
<b>Street Address:</b>	P.O. Box 39		
<b>City:</b>	Mount Mourne		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28123		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4802731	PPI	
<b>Registration Number:</b>	4757846	PRICE PERCEPTION INDEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7047570713		
<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>	704 758 4927		
<b>Email:</b>	Trademarks@lowes.com		
<b>Correspondent Name:</b>	Scott W. Goode - LF, LLC		
<b>Address Line 1:</b>	1000 Lowe's Boulevard		
<b>Address Line 4:</b>	Mooresville, NORTH CAROLINA 28117		
<b>NAME OF SUBMITTER:</b>	Scott W. Goode		
<b>SIGNATURE:</b>	/swgoode/		
<b>DATE SIGNED:</b>	08/01/2019		
<b>Total Attachments: 5</b>			
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source=AssignmentBoomimage2019-08-01-145423#page2.tif			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of May 17, 2019 (such date, the "Effective Date"), and such agreement, this "Trademark Assignment"), is between Boomerang Commerce, Inc., a Delaware corporation, having its offices at 425 N Whisman Road, Mountain View, CA 94043 ("Assignor") and LF, LLC, a Delaware limited liability company having its offices at 1000 Lowe's Blvd, Mooresville, NC 28117 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations and trademark applications set forth on Schedule 1 (the "Assigned Trademarks") and all goodwill associated therewith or symbolized thereby;

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between Assignor and Lowe's Home Centers, LLC, an affiliate of Assignee, dated as of May 9, 2019 (the "APA"), Assignor has agreed to assign, transfer, convey and deliver to Assignee certain assets, including the Assigned Trademarks; and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned Trademarks and all goodwill associated therewith or symbolized thereby pursuant to this Trademark Assignment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, sells and conveys to Assignee, and Assignee hereby accepts, all of Assignor's entire right, title and interest in and to the Assigned Trademarks, and any renewals thereof, all registrations that have been or may be granted thereon, all common law rights thereto and all goodwill associated therewith or symbolized thereby (including the right to renew any registrations included in the Assigned Trademarks, the right to apply for trademark registrations worldwide based in whole or in part upon the Assigned Trademarks and any priority right that may arise from the Assigned Trademarks), together with all income, royalties, damages and payments due or payable with respect to the Assigned Trademarks, all rights to sue in law and/or in equity for past, present and future infringement, impairment, misappropriation, dilution or other violation of the Assigned Trademarks, all rights to recover damages or lost profits in connection therewith, the right to prosecute, maintain and defend the Assigned Trademarks and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Assigned Trademarks, including the right to fully and entirely stand in the place of Assignor in all matters related thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its 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. The assignment contemplated herein is meant to be an absolute assignment and not by way of security. Assignor retains no ownership rights in the Assigned Trademarks and the rights transferred to Assignee under this Trademark Assignment.

2. Cooperation. Assignor shall take all actions, including executing, notarizing and delivering documents, that Assignee may reasonably request to effect the terms of this Trademark Assignment and to perfect Assignee's title in and to the Assigned Trademarks. If Assignor fails to promptly take or execute any such action or document after written request by Assignee, or is otherwise unable to do so, Assignor hereby constitutes and appoints Assignee as true and lawful agent and attorney-in-fact of Assignor, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effect the assignments contemplated in this Trademark Assignment. Assignor agrees that Assignor will, at Assignee's preapproved cost, reasonably cooperate with Assignee in the prosecution of the applications included in the Assigned Trademarks in any and all countries or jurisdictions.

3. Recordation. Assignee shall be solely responsible for all actions whatsoever associated with the perfection of Assignee's right, title, and interest in and to the Assigned Trademarks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to Assignee of the Assigned Trademarks. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, to record Assignee as the assignee and owner of the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

4. Governing Law and Venue. This Trademark Assignment will be governed by the governing law and venue provisions of Section 8.5 and Section 8.6 of the APA.

5. General Provisions. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment. This Trademark Assignment is entered into pursuant to the APA, and to the extent of any conflict between this Trademark Assignment and the APA, the Trademark Assignment will govern. This Trademark Assignment, along with its Schedule, the APA and its Schedules and Exhibits and the Ancillary Agreements, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof. This Trademark Assignment and any provision hereof may not be waived, amended, changed, supplemented, discharged, altered, modified or terminated in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment shall not waive any of its rights under such terms or provisions. As used in this Trademark Assignment, "including" is not intended to be exclusive, or to limit the generality of the preceding words, and means "including, without limitation." This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of this page intentionally left blank]

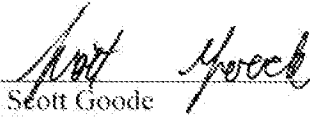
IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

**BOOMERANG COMMERCE, INC.**

By Guruslyam Hariharan  
Name: Guruslyam Hariharan  
Title: Chief Executive Officer  
Date: May 17, 2019

LF, LLC

By

  
Name: Scott Goode  
Title: President  
Date: May 14, 2019

{Signature Page to Trademark Assignment Agreement}

**TRADEMARK**  
**REEL: 006709 FRAME: 0903**

**Schedule 1**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
United States	PPI	86469677	Dec 3, 2014	4802731	Sep. 1, 2015
United States	Price Perception Index	86469676	December 3, 2014	4757846	June 16, 2015

[Schedule 1 to Trademark Assignment Agreement]