

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539753

| | | | |
|---|--|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 4 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EA Holdings Aggregator, LLC | | 08/23/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | National Electronic Attachment, Inc. | | |
| Doing Business As: | Vyne | | |
| Street Address: | 100 Ashford Center North, Suite 300 | | |
| Internal Address: | c/o Vyne (Corp) | | |
| City: | Dunwoody | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30338 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5237907 | CONNECTING DISCONNECTED DATA | |
| Registration Number: | 5201373 | CONNECTING DISCONNECTED DATA | |
| Registration Number: | 5183190 | VYNE | |
| Registration Number: | 5347038 | VYNE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7704413204 | | |
| <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: | 6787109906 | | |
| Email: | shannon.weinberg@vynecorp.com | | |
| Correspondent Name: | Shannon Weinberg | | |
| Address Line 1: | 100 Ashford Center North, Suite 300 | | |
| Address Line 2: | c/o Vyne (Corp) | | |
| Address Line 4: | Dunwoody, GEORGIA 30338 | | |
| NAME OF SUBMITTER: | Shannon Weinberg | | |
| SIGNATURE: | /Shannon Weinberg/ | | |

OP \$115.00 5237907

| | |
|---------------------|------------|
| DATE SIGNED: | 09/06/2019 |
|---------------------|------------|

Total Attachments: 4

source=EA Holdings Aggregator LLC to NEA Vyne_Trademark_Assignment - signed 2019#page1.tif

source=EA Holdings Aggregator LLC to NEA Vyne_Trademark_Assignment - signed 2019#page2.tif

source=EA Holdings Aggregator LLC to NEA Vyne_Trademark_Assignment - signed 2019#page3.tif

source=EA Holdings Aggregator LLC to NEA Vyne_Trademark_Assignment - signed 2019#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of August 23, 2019 (the “**Effective Date**”), by EA Holdings Aggregator, LLC, a Delaware limited liability company (“**Assignor**”) in favor of National Electronic Attachment, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee, et al., entered into that certain Stock Purchase Agreement (“**Purchase Agreement**”) dated as of May 15, 2019, whereby Sellers, including Assignor, agreed to sell, convey, assign, and transfer to Buyers, including Assignee, certain Intellectual Property Rights, including the Trademarks (as defined below);

WHEREAS, Assignor wishes to sell, convey, assign, and transfer to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in, to and under the trademarks set forth on Schedule A, together with the goodwill associated therewith (collectively, the “**Trademarks**”), and the parties wish to record such acquisition with the applicable governmental authorities in any applicable jurisdiction; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows.

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, any and all of Assignor’s right, title and interest in, to and under the Trademarks (including, without limitation, the goodwill associated therewith) in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with the United States Patent and Trademark Office, and the parties hereby authorize the United States Patent and Trademark Office to record this Assignment.

3. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the

assignment granted hereunder. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Successors. This Assignment and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

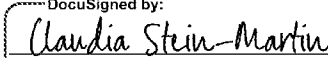
5. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Assignment, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

[Remainder of Page Intentionally Left Blank; Signature Follows]

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

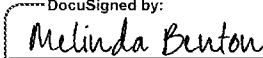
ASSIGNOR:

EA Holdings Aggregator, LLC
c/o the Corporation Trust Company
Corporation Trust Center 1209 Orange St.
Wilmington, DE 19801

By: 
Name: ~~Claudia Stein~~-Martin
Title: Chief Financial Officer

ASSIGNEE:

National Electronic Attachment Inc.
100 Ashford Center North, Suite 300
Dunwoody, GA 30338

By: 
Name: ~~Melinda Benton~~
Title: Chief Executive Officer

Schedule A

Trademarks and Trademark Applications

| <u>Registration No.</u> | <u>Registration Date</u> | <u>Jurisdiction</u> | <u>Mark</u> | <u>Owner</u> |
|-------------------------|--------------------------|---------------------|------------------------------------|--------------------------------|
| 5,237,907 | 7/4/2017 | U.S. | CONNECTING DISCONNECTED DATA | EA Holdings Aggregator, LLC |
| 5,201,373 | 5/9/2017 | U.S. | CONNECTING DISCONNECTED DATA | EA Holdings Aggregator, LLC |
| 5,183,190 | 4/11/2017 | U.S. | VYNE | EA Holdings Aggregator, LLC |
| 5,347,038 | 11/28/2017 | U.S. | VYNE | EA Holdings Aggregator, LLC |