

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TECHSTRUCTURES, LLC		10/08/2019	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	EKOS BREWMASTER, LLC		
Street Address:	800 WEST HILL STREET		
Internal Address:	STE 101		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28208		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86013457	EKOS	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	404.233.7000		
Email:	ipdocket@mmmlaw.com		
Correspondent Name:	Morris, Manning & Martin, LLP		
Address Line 1:	3343 Peachtree Road NE		
Address Line 2:	1600 Atlanta Financial Center		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	36036-132075		
NAME OF SUBMITTER:	Bryan D. Stewart		
SIGNATURE:	/Bryan D. Stewart/		
DATE SIGNED:	10/29/2019		
Total Attachments: 3			
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FIRST AMENDMENT TO
ASSIGNMENT OF BUSINESS ASSETS AGREEMENT

This FIRST AMENDMENT OF ASSIGNMENT OF BUSINESS ASSETS AGREEMENT is made as of October 8, 2019 (this “Amendment”), by and between TECHSTRUCTURES, LLC, a North Carolina limited liability company (“Assignor”), and EKOS BREWMASTER, LLC, a North Carolina limited liability company (“Assignee”). Terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agreement (defined below).

BACKGROUND

The Assignor and Assignor entered into that certain Assignment of Business Assets Agreement, dated September 1, 2016 (the “Agreement”, and such date, the “Assignment Date”), in connection with that certain Agreement and Plan of Corporate Division, dated September 1, 2016 (the “Plan”), by and between Assignor, Assignee, and James G. Forehand (“Greg”), pursuant to which (i) Assignor distributed its interest in Assignee to Greg, and (b) Assignor assigned certain of the assets and liabilities to Assignor, which the parties to the Plan intended to include all assets comprising the Assignor’s then existing brewery software (the “Assigned Business”), including all contracts and all intellectual property related thereto.

Assignor (i) inadvertently entered into certain contracts related to the Assigned Business subsequent to the Assignment Date, as set forth in Section 1 below (such contracts, the “Subsequent Contracts”), and (ii) failed to specifically list the “EKOS” service mark (the “Mark”) on Exhibit A or record the transfer of the Mark to Assignee with the United States Patent and Trademark Office.

Pursuant to Section 6 of the Agreement, Assignor agreed to, at the request of Assignee and without further consideration, execute and deliver such instruments of transfer, conveyance and assignment and to take such other action as Assignee may reasonably request to more effectively transfer, convey, and assign to and vest in Assignee, and to put Assignee in possession of, any of the Assets and rights relating thereto.

Assignor is contemplating issuing equity to one or more outside investors and, in connection therewith, the parties desire to (i) confirm that the Assets originally listed on Exhibit A to the Agreement were intended to include all properties, assets, goodwill and business of every kind related to the Assigned Business, including all contracts related to the Assigned Business (other than agreements with Intercall and AT&T), (ii) amend Exhibit A to expressly include the Assigned Contracts, which shall be deemed to be assigned to Assignee as of the Assignment Date with respect to all Assigned Contracts other than the Subsequent Contracts and as of the effective date of the applicable Subsequent Contract with respect to the Subsequent Contracts, and (iii) amend Exhibit A to expressly include the Mark, which shall be deemed to be assigned to Assignee as of the Assignment Date.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Recitals. The above recitals are hereby incorporated into this Amendment as if fully set forth herein.
2. Amendments. Exhibit A of Agreement is hereby amended to include the following Assets:

Service Mark: "Ekos"

Assigned Contracts: All contracts related to the Assigned Business (other than agreements with Intercall and AT&T).

Subsequent Contracts:

- (1) Ekos SAAS Agreement by and between TechStructures, LLC and 4th Tap Brewing Co-op, dated September 23, 2016.
- (2) Ekos SAAS Agreement by and between TechStructures, LLC and Austin Beerworks, dated September 20, 2016.

3. Assignment, Conveyance and Acceptance. Effective (i) with respect to all Assets other than the Subsequent Contracts, including the Mark, as of the Assignment Date, and (ii) with respect to the Subsequent Contracts, as of the effective date of the applicable Subsequent Contract, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Assets, which Assets constitute all properties, assets, goodwill and business of every kind related to the Assigned Business, including all contracts related to the Assigned Business (other than agreements with Intercall and AT&T), together with any goodwill associated therewith.

4. Further Documentation. Assignor hereby agrees to execute, acknowledge and deliver to Assignee all reasonable documents, instruments and agreements as may be necessary to make a record with any governmental body, including without limitation, the United States Patent and Trademark Office, and to otherwise more fully confirm, Assignee's ownership of all right, title and interest in, to and under the Assets.

5. Miscellaneous. Except as expressly set forth herein, the terms and conditions of the Agreement, as amended hereby, shall remain in full force and effect. This Amendment may be executed in multiple counterparts and may be executed and transmitted via facsimile or electronic transmission in PDF form with the same validity as if it were an ink-signed document.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Amendment to be duly executed on as of the first date above written to be effective as of such date.

ASSIGNOR:

TECHSTRUCTURES, LLC

DocuSigned by:
James Forehand
By: _____
A13BECBDE3E9454...
Name: James G. Forehand
Title: Manager

ASSIGNEE:

EKOS BREWMASTER, LLC

DocuSigned by:
James Forehand
By: _____
A13BECBDE3E9454...
Name: James G. Forehand
Title: Manager