OP \$40.00 5501234

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM552517

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hyke and Byke LLC		11/19/2019	Limited Liability Company: OKLAHOMA

RECEIVING PARTY DATA

Name:	Hyke & Byke, LLC
Street Address:	PO Box 637
City:	Franklin Lakes
State/Country:	NEW JERSEY
Postal Code:	07417
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5501234	HYKE & BYKE

CORRESPONDENCE DATA

Fax Number:

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.

Email: wsavoy@patentgc.com

Correspondent Name: Wade Savoy, Patent GC LLC
Address Line 1: 501 Boylston Street, 10th Floor
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	Hyke & Byke	
NAME OF SUBMITTER:	Wade Savoy	
SIGNATURE:	/Wade J. Savoy/	
DATE SIGNED:	12/09/2019	

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "IP Assignment"), effective as of November 19, 2019 (the "Effective Date"), is by and between HYKE AND BYKE LLC, an Oklahoma limited liability company ("Seller"), and HYKE & BYKE, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of September 30, 2019 (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to assign to Buyer all of Seller's rights, title and interests in right, title in and to the Intellectual Property Assets (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Definitions</u>. All capitalized terms used in this IP Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
- 2. <u>Assignment</u>. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Intellectual Property Assets, including, without limitation, the Intellectual Property Assets listed on <u>Exhibit A</u> hereto. Buyer hereby accepts such assignment.
- 3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Contracts are incorporated herein by this reference. The parties hereto acknowledge and agree that 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. <u>Governing Law.</u> This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).
- 5. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email 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.

TRADEMARK REEL: 006814 FRAME: 0283 6. <u>Further Assurances</u>. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this IP Assignment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this IP Assignment to be effective as of the date first above written.

HYKE AND BYKE LLC

By: <u>Janul Ede</u> Name: Daniel Ede

Title: Manager

HYKE & BYKE, LLC

By: BBEM, LLC, its Managing Member

By: See aldered
Name: Rob Barry

Title: Manager

IN WITNESS WHEREOF, the parties have executed this IP Assignment to be effective as of the date first above written.

HYKE AND BYKE LLC

Ву:		
Name	3.* 	
Title:		

HYKE & BYKE, LLC

By: BBEM, LLC, its Managing Member

Name: Rob Barry
Title: Manager

Exhibit A

- Copyrights
 - O US Copyright Registration No. V Au 1-361-804 (Exhibit 4)
 - o Chinese Copyright Registration No. 2019Z11S068335 (Exhibit 5)
- * Trademarks
 - o US Trademark Reg. No. 5,501,234 (Exhibit 6)
 - International Trademark Application for International Registration Filing Date:
 04/26/2019, Application Number: 87633842 (Exhibit 7)
 - Chinese Trademarks See Exhibit 8 for Summary of Current Trademark Applications
- Domain Names (hosted by godaddy.com)
 - o www.hykeandbyke.com
 - o www.hikeandbike.us

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