

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM553440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKYBELL TECHNOLOGIES, INC.		12/13/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	SKYBELL TECHNOLOGIES IP, LLC		
Street Address:	1 Jenner		
Internal Address:	#100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	4540717	SKYBELL	
Registration Number:	4878219	WE HAVE THE OUTSIDE COVERED	
Registration Number:	4742565		
Registration Number:	4730715		
Registration Number:	5590596	SKYCHIME	
Registration Number:	4978196	SKYBELL HD	
Registration Number:	5492779	ZEN	
Registration Number:	5465377	TRIM PRO	
Registration Number:	5308248	TRIM PLUS	
Registration Number:	5503941	GUARDIAN	
Serial Number:	86527898	SKYBULB	
Serial Number:	88509600	SKYBULB	
Serial Number:	86610657	SKYWALL	
Serial Number:	86611042	SKYPOOL	
Serial Number:	86611170	SKYTOP	
Serial Number:	86691650	YOUR HOME STARTS HERE	
Serial Number:	86805070	SKYBELL TRIBE	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86805110	SKYBELL VILLAGE
Serial Number:	86973334	GO ANYWHERE DO ANYTHING
Serial Number:	86972903	KEEPING UP WITH THE JETSONS
Serial Number:	87001429	THE CONNECTED HOME STARTS AT THE FRONT D
Serial Number:	87076316	MICRO
Serial Number:	87076933	ONE
Serial Number:	87076982	INSTACAM
Serial Number:	87077015	SHINE
Serial Number:	87122879	THE EYES TO THE SMART HOME
Serial Number:	87193774	TRIM
Serial Number:	87215865	MAX
Serial Number:	87232076	CHIME

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.

Phone: 6468957231

Email: akorona@egsllp.com

Correspondent Name: Ellenoff Grossman & Schole

Address Line 1: 1345 Avenue of the Americas Attn: IP

Address Line 2: FL 15

Address Line 4: New York, NEW YORK 10105

NAME OF SUBMITTER:	Alex Korona
SIGNATURE:	/Alex Korona/
DATE SIGNED:	12/16/2019

Total Attachments: 6

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Exhibit B

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), dated as of December 13, 2019 (the “**Effective Date**”), is made by and between SKYBELL TECHNOLOGIES, INC., a Nevada corporation located at 1 Jenner Street, Suite 100, Irvine, California 92618 (“**Assignor**”), and SKYBELL TECHNOLOGIES IP, LLC, a Delaware limited liability company, located at 1 Jenner Street, Suite 100, Irvine, California 92618 (“**Assignee**”).

WHEREAS, Assignor is the owner of the trademarks and trademark applications described on **Schedule 1** hereto along with any other trademarks and trademark applications hereinafter acquired (the “**Trademarks**”); and

WHEREAS, pursuant to the terms of that certain Contribution Agreement, by and between Assignor and Assignee, dated as of December 13, 2019 (the “**Contribution Agreement**”), Assignor has agreed to assign to Assignee the entire right, title, and interest in and to the Trademarks, together with the goodwill associated therewith. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Contribution Agreement.

NOW THEREFORE, for the consideration set forth in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Assignor hereby sells, transfers, and assigns to Assignee, and its successors and assigns, the entire right, title, and interest in the Trademarks (except that any U.S. intent-to-use trademark application for which a statement of use or an amendment to allege use has not been filed with and duly accepted by the United States Patent and Trademark Office shall not be assigned until after such statement or amendment is accepted by the United States Patent and Trademark Office) including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor’s business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, together with all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights with respect to the Trademarks, including causes of action and other enforcement rights for (a) damages, (b) injunctive relief, and (c) any other remedies of any kind, and in each case for past, current, and future infringement, misuse, or misappropriation of any such Trademarks, including royalties and other payments.

Assignor hereby authorizes the respective trademark office (e.g., US Patent and Trademark Office) or Governmental Authority in each applicable jurisdiction to issue any and all trade and service marks or other similar governmental grants, registrations, or issuances that may be granted for any of the Trademarks in the name of Assignee, as the assignee.

This Trademark Assignment is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted in the federal courts of the United States or the courts of the State of New York in each case located in New York County, New York, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding. The parties hereto agree that irreparable damage would occur if any provision of this Trademark Assignment were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

This Trademark Assignment shall inure to the benefit of and be binding upon Assignee and Assignor and their respective successors and assigns. This Trademark 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 Trademark 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 Trademark Assignment.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

SKYBELL TECHNOLOGIES, INC.

Type text here

By: Giovanni Tomaselli

Name: Giovanni Tomaselli

Title: President

ASSIGNEE:

SKYBELL TECHNOLOGIES IP, LLC

By: Giovanni Tomaselli

Name: Giovanni Tomaselli

Title: President


Schedule 1
Trademarks

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner of Record	Trademark	Status	Registration Number (if registered) or Serial Number (if applied for only)	Filing Date	Registration Date	Jurisdiction
SKYBELL TECHNOLOGIES IP, LLC	SkyBell	Registered, In good standing.	4540717	9/18/2013	5/27/2014	U.S.
SKYBELL TECHNOLOGIES IP, LLC	We Have the Outside Covered	Registered, In good standing.	4878219	6/17/2014	12/29/2015	U.S.
SKYBELL TECHNOLOGIES IP, LLC	SkyBell Circle Logo (Color)	Registered, In good standing.	4742565	8/11/2014	5/26/2015	U.S.
SKYBELL TECHNOLOGIES IP, LLC	SkyBell Circle Logo (Black)	Registered, In good standing.	4730715	8/11/2014	5/5/2015	U.S.
SKYBELL TECHNOLOGIES IP, LLC	SkyBulb	Abandoned.	86527898	2/7/2015	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	SkyBulb	Pending, Response to office action due 3/27/2020.	88509600	7/11/2019	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	SkyWall	Abandoned.	86610657	4/27/2015	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	SkyPool	Allowed. Statement of Use or Extension by 4/15/2020.	86611042	4/27/2015	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	SkyChime	Registered, In good standing.	5590596	4/27/2015	10/23/2018	U.S.
SKYBELL TECHNOLOGIES IP, LLC	SkyTop	Abandoned.	86611170	4/27/2015	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	Your Home Starts Here	Abandoned.	86691650	7/13/2015	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	SkyBell Tribe	Abandoned.	86805070	10/30/2015	-	U.S.

Owner of Record	Trademark	Status	Registration Number (if registered) or Serial Number (if applied for only)	Filing Date	Registration Date	Jurisdiction
SKYBELL TECHNOLOGIES IP, LLC	SkyBell Village	Allowed. Response to office action due 12/21/2019.	86805110	10/30/2015	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	SkyBell HD	Registered, In good standing.	4978196	12/30/2015	6/14/2016	U.S.
SKYBELL TECHNOLOGIES IP, LLC	Go Anywhere Do Anything	Allowed. Response to office action due 5/13/2020.	86973334	4/12/2016	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	Keeping up with the Jetsons	Abandoned.	86972903	4/12/2016	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	The Connected Home Starts at the Front Door	Allowed. Statement of Use or Extension by 5/13/2020.	87001429	4/14/2016	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	Micro	Abandoned.	87076316	6/18/2016	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	Zen	Registered, In good standing.	5492779	6/20/2016	6/12/2018	U.S.
SKYBELL TECHNOLOGIES IP, LLC	One	Pending, No action required at this time.	87076933	6/20/2016	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	Instacam	Abandoned.	87076982	6/20/2016	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	Shine	Allowed. Response to office action due 5/23/2020.	87077015	6/20/2016	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	The Eyes to the Smart Home	Allowed. Response to office action due 5/23/2020.	87122879	8/1/2016	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	Trim	Abandoned.	87193774	10/5/2016	-	U.S.

Owner of Record	Trademark	Status	Registration Number (if registered) or Serial Number (if applied for only)	Filing Date	Registration Date	Jurisdiction
SKYBELL TECHNOLOGIES IP, LLC	Trim Pro	Registered, In good standing.	5465377	10/5/2016	5/8/2018	U.S.
SKYBELL TECHNOLOGIES IP, LLC	Max	Abandoned.	87215865	10/26/2016	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	Trim Plus	Registered, In good standing.	5308248	11/9/2016	10/10/2017	U.S.
SKYBELL TECHNOLOGIES IP, LLC	Guardian	Registered, In good standing.	5503941	11/9/2016	6/26/2018	U.S.
SKYBELL TECHNOLOGIES IP, LLC	Chime	Allowed. Statement of Use or Extension by 4/15/2020.	87232076	11/9/2016	-	U.S.
SKYBELL TECHNOLOGIES IP, LLC	SkyBell	Registered, In good standing.	1247386	-	1/9/2015	France
SKYBELL TECHNOLOGIES IP, LLC	SkyBell	Registered, In good standing.	6048185	8/10/2017	6/1/2018	Japan
SKYBELL TECHNOLOGIES IP, LLC	SkyBulb	Registered, In good standing.	17225212	6/17/2015	8/28/2016	China
SKYBELL TECHNOLOGIES IP, LLC	SkyBulb	Registered, In good standing.	17225213	6/17/2015	8/28/2016	China
SKYBELL TECHNOLOGIES IP, LLC	SkyWall	Registered, In good standing.	17225215	6/17/2015	5/7/2017	China
SKYBELL TECHNOLOGIES IP, LLC	SkyPool	Registered, In good standing.	17225216	6/17/2015	11/28/2016	China
SKYBELL TECHNOLOGIES IP, LLC	SkyChime	Registered, In good standing.	17225217	6/17/2015	8/28/2016	China
SKYBELL TECHNOLOGIES IP, LLC	SkyTop	Registered, In good standing.	17225214	6/17/2015	10/28/2016	China
	SKYBELL CONNECT	UNREGISTERED				

Owner of Record	Trademark	Status	Registration Number (if registered) or Serial Number (if applied for only)	Filing Date	Registration Date	Jurisdiction
		UNREGISTERED				