

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558248

<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>
Lecarra, Inc.		01/17/2020	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lokar, Inc.		
<b>Street Address:</b>	2545 Quality Lane		
<b>City:</b>	Knoxville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37931		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2836588	LECARRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8655840104		
<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>	8655840105		
<b>Email:</b>	docketing@pittslake.com		
<b>Correspondent Name:</b>	Pitts & Lake, P.C.		
<b>Address Line 1:</b>	P.O. Box 51295		
<b>Address Line 4:</b>	Knoxville, TENNESSEE 37950		
<b>ATTORNEY DOCKET NUMBER:</b>	84007.91		
<b>NAME OF SUBMITTER:</b>	Jacob G. Horton		
<b>SIGNATURE:</b>	/Jacob G. Horton/		
<b>DATE SIGNED:</b>	01/20/2020		
<b>Total Attachments: 4</b>			
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OP \$40.00 2836588

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), made as of this 17<sup>TH</sup> day of January, 2020, by and among Lecarra, Inc., a corporation organized and operating under the laws of the State of Tennessee (“Seller”), Charles N. Losey, Jr., a citizen and resident of Scott County, Tennessee (“Losey”), being the sole shareholder owning all the issued and outstanding shares of Seller and being referred to individually by name or as the “Shareholder”), and Lokar, Inc., a corporation organized and operating under the laws of the State of Tennessee (“Buyer”).

Seller and Shareholder have each agreed to sell certain assets associated with Seller to Buyer pursuant to that certain Asset Purchase Agreement of even date herewith (the “Purchase Agreement”). The terms of the Purchase Agreement include, among other things, that Seller and Shareholder shall, both individually and collectively, assign to the Buyer all of Sellers’ and/or Shareholder’s right, title and interest in any and all intellectual property established under the laws of any country or international treaty throughout the World associated with Seller and used in the conduct of Seller’s business.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution and performance of the Purchase Agreement, Buyer’s payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Shareholder hereby each confirm that they did, and each hereby do, irrevocably sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby accepts, any and all right, title, and interest Seller and/or Shareholder might hold in, to, or under any and all right, title and interest in any intellectual property established under the laws of any country or international treaty throughout the World associated with Seller and any of the “Purchased Assets,” as defined in the Purchase Agreement, including:

1.1. any and all patents and patent applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof which have been or shall be issued in the United States and all foreign countries on the inventions to the full end of the term or terms for which the patents may be granted, including all rights of priority created by such patents under any treaty, convention or law relating thereto;

1.2. any and all trademark registrations and applications, and any unregistered trademarks, together with the goodwill connected with the use of and symbolized thereby, and all issuances, extensions, and renewals thereof, and any trade name registrations and applications, together with the goodwill connected with the use of and symbolized thereby, and all issuances, extensions, and renewals thereof, including, but not limited to, those listed in Schedule 1.1(a) to the Purchase Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A to this IP Assignment;

1.3. any and all materials including works of authorship, expressions, and designs considered copyrightable subject matter, whether or not the subject matter of copyright registrations or copyright applications, including, but not limited to, those listed in Schedule

1.1(a) to the Purchase Agreement, attached hereto and incorporated herein as Exhibit A to this IP Assignment;

1.4. any copyright registrations, applications for registration, exclusive copyright licenses, and unregistered copyrights, and all issuances, extensions and renewals thereof;

1.5. any and all potentially patentable technology for which patent applications have not yet been filed, including, but not limited to, any and all inventions developed by Shareholder or by any employee of Seller in whole or in part at Seller's request, at Seller's expense, or using Seller's resources;

1.6. any and all trade secrets and/or unregistered intellectual property, regardless of whether or not the same have been described herein or otherwise disclosed to Seller or Buyer;

1.7. all rights of any kind whatsoever of Seller or Shareholder accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.8. any and all goodwill, licenses and sublicenses granted and obtained, and other contracts and contract rights with respect to any and all of the foregoing;

1.9. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.10. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, past damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller and Shareholder each authorize the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other foreign or domestic governmental officials, to record and register this IP Assignment upon request by Buyer. Seller and Shareholder shall execute any documents, files, registrations, or other similar items, as Buyer may reasonably request, to ensure that the aforementioned Intellectual Property is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement are not superseded, altered, modified or expanded by this IP Assignment, but shall remain in full force and effect and this IP Assignment shall be subject to the terms and provisions of the Purchase Agreement. 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 will govern.

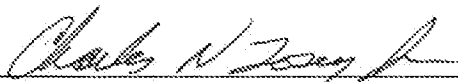
4. Counterparts. This IP Assignment may be executed in multiple original, electronic or facsimile counterparts, each of which will be deemed an original, but all of which when taken together shall constitute one and the same agreement.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

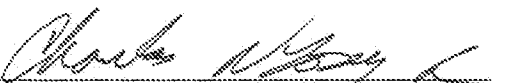
6. Amendment. This IP Assignment may not be altered, modified, or amended except by a written instrument signed by each of the parties hereto.

7. Governing Law. This IP Assignment, and all claims or causes of action (whether at law, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this IP Assignment or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the Laws of the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Tennessee.

IN WITNESS WHEREOF, Seller, Shareholder, and Buyer have duly executed and delivered this IP Assignment as of the date first above written.

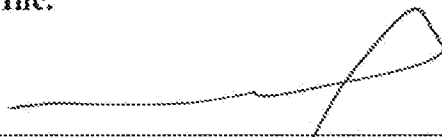
  
\_\_\_\_\_  
Charles N. Losey, Jr., individually

**Lecarra, Inc.**

By   
\_\_\_\_\_  
Charles N. Losey, Jr., President

AGREED TO AND ACCEPTED:

**Lokar, Inc.**

By   
\_\_\_\_\_  
Kevin S. Ford, Chief Operating Officer

## EXHIBIT A

All intellectual property of Seller, including, but not limited to the following:

1. Any and all of Seller's CAD files.
2. All copyrights and other intellectual property related to the content of Seller's website with the website domain lecarra.com, registered through Nexus Group.
3. Any and all copyrights and other intellectual property associated with any of Seller's social media accounts, including, but not limited to, Seller's Facebook account, Instagram account, etc.
4. Seller's registered trademark LECARRA and any and all of Seller's registered or common law trademarks and service marks, including, but not limited to, the marks identified in the followings:
  1.
    - a. U.S. Trademark Registration No. 2,836,588 for "LECARRA", issued on April 27, 2004;
    - b. U.S. Trademark Registration No. 1,176,036 for "LECARRA", issued on November 3, 1981;
    - c. U.S. Trademark Application No. 74/115,942 for "LESPORT", filed on November 16, 1990;
  - 2.
5. All copyrights related to Seller's photographs and product instructions
- 3.
6. Seller's Sales History which shall be stored on Seller's computer, Serial # 4R2JQ21 transferred to Buyer at Closing

Promptly following the Closing, Seller shall deliver to Buyer a true and correct list of all website and application login and account recovery information for the applicable items listed above.