

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2


ETAS ID: TM568081


SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VoltEdge, LLC		03/13/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Gamexpress Inc.		
Doing Business As:	Voltedge		
Street Address:	15925 Carmenita Road		
City:	Cerritos		
State/Country:	CALIFORNIA		
Postal Code:	90703		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5980712	VOLTEDGE	
Serial Number:	88060902	VOLTEDGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	206-628-0983		
Email:	mike@atkinsip.com		
Correspondent Name:	Michael G. Atkins		
Address Line 1:	113 Cherry Street		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Michael G. Atkins		
SIGNATURE:	/Michael G. Atkins/		
DATE SIGNED:	03/20/2020		
Total Attachments: 3			
source=Assignment Agreement - VOLTEDGE (Fully Signed)#page1.tif			
source=Assignment Agreement - VOLTEDGE (Fully Signed)#page2.tif			
source=Assignment Agreement - VOLTEDGE (Fully Signed)#page3.tif			

OP \$65.00 5980712

TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is entered into effective this 13th day of March, 2020 ("Effective Date"), by and among VoltEdge, LLC, a California limited liability company with a principal place of business located at Suite 600, 1701 Quail Street, Newport Beach, CA 92660 ("Assignor"); and Gamexpress Inc., d/b/a Voltedge, a California corporation with a principal place of business located at 15925 Carmenita Road, Cerritos, CA 90703 ("Assignee").

DocuSigned by:


WHEREAS, Assignor owns the  VOLTEDGE (and Design) TradeMark No. 447AC6430F9148C... (Reg. No. 5980712) in Class 009 for "Headphones"; and VOLTEDGE as a trademark (Serial No. 88060902) in Class 028 for "Gaming headsets adapted for use in playing video games; Video game interactive hand held remote controls for playing electronic games; Video game interactive remote control units; Audio and visual headsets for use in playing video games; Exercise machines incorporating electronic and video game controllers; Player-operated electronic controllers for electronic video game machines; Protective carrying cases specially adapted for video game consoles for use with an external display screen or monitor; Protective carrying cases specially adapted for handheld video games," and all associated common law rights appurtenant thereto (collectively, the "Trademarks");

WHEREAS, Assignee is the successor to the portion of Assignor's ongoing and existing business to which the Trademarks pertain;

WHEREAS, Assignor wishes to assign the Trademarks to Assignee; and

WHEREAS, Assignee wishes to accept the assignment of the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained in this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment

Assignor assigns to Assignee all right, title, and interest in and to the Trademarks, together with its U.S. Patent and Trademark Office application and registration, and all associated goodwill associated therewith. Assignee accepts the assignment.

2. Representations and Warranties

Assignor represents and warrants that before making this assignment, it owned all right, title, and interest in and to the Trademarks. Both parties also represent and warrant to each other that they (and the persons signing this Agreement on their behalf) have the full power and authority to bind, execute, and deliver this Agreement and to perform all obligations hereunder.


3. Recordation

Either party may record this Agreement with the U.S. Patent and Trademark Office, or otherwise confirm the assignment with same.

4. Additional Documents

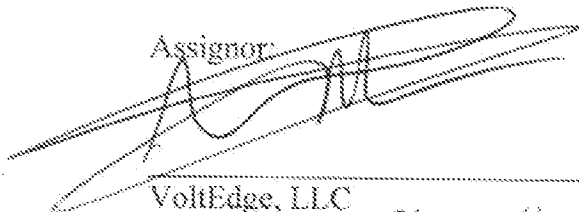
If at any time either party shall deem or be advised that any further writings are necessary or desirable to vest in it the rights provided for herein, the parties agree to do all acts and execute all documents as may reasonably be necessary or proper for that purpose or otherwise to carry out the intent of this Agreement.

//
//
//
//
//

DocuSigned by:

447AC6430F9148C...

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

Assignor:



VoltEdge, LLC

By: NIMA TAVAKOLI

Its: MANAGER

Assignor ~~DocuSigned by:~~



447AC6430F9148C...

Gameexpress Inc., d/b/a Voltedge

By: Abraham Bautista

Its: President/CEO