

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIGHT WAY GROUP, LLC		03/27/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CONTINENTAL BATTERY COMPANY		
Street Address:	4919 WOODALL STREET		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75247		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88466076	BATTERYWHOLESALE	
Serial Number:	88466090	BRIGHT WAY GROUP	
Serial Number:	88466069	BRIGHT WAY GROUP	
Registration Number:	4529381	REIKKEN	
CORRESPONDENCE DATA			
Fax Number:	412091845		
<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:	412-297-4900		
Email:	iptrademark.dcg@dentons.com		
Correspondent Name:	DENTONS COHEN & GRIGSBY P.C.		
Address Line 1:	625 LIBERTY AVENUE		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222-3152		
ATTORNEY DOCKET NUMBER:	29093.28		
NAME OF SUBMITTER:	Robyn A. Shelton		
SIGNATURE:	/robyn a. shelton/		
DATE SIGNED:	03/27/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “**Assignment**”), effective as of March 27, 2020, is made between BRIGHT WAY GROUP, LLC, a Texas limited liability company having a place of business at 9660 Dilworth Road, Dallas, Texas (“**ASSIGNOR**”), and, CONTINENTAL BATTERY COMPANY, a Texas corporation, having a principal address of 4919 Woodall Street, Dallas, Texas 75247 (“**ASSIGNEE**”) (collectively, the “**Parties**”).

WHEREAS, ASSIGNOR is the owner of certain intellectual property;

WHEREAS, ASSIGNEE has entered into that certain Asset Purchase Agreement with ASSIGNOR, and certain other parties, dated as the date hereof (the “**APA**”), whereby ASSIGNOR has conveyed, transferred, and assigned to ASSIGNEE, among other assets, certain intellectual property of ASSIGNOR, and it is a condition to the closing of the transactions under the APA that the Parties execute and deliver this Assignment for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, in accordance with the terms and conditions of the APA, and in consideration of the foregoing and of the mutual promises contained herein, the sufficiency of and receipt of which consideration is acknowledged by the Parties hereto, the Parties, intending to be legally bound hereby, do agree as follows:

1. **Assignment.** ASSIGNOR hereby sells, assigns, transfers, and conveys to ASSIGNEE, and ASSIGNEE hereby accepts, ASSIGNOR’s entire right, title, and interest in and to the following (“**Assigned IP**”):
 - a. The patents and patent applications set forth on **Schedule A** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and all letters patent, invention registrations, utility models, extension or reissues and other patent rights, obtained for the patents in the United States or any other country, together with the right to claim priority under any International Convention in all member countries thereof (the “**Patents**”);
 - b. The trademark registrations and applications set forth on **Schedule B** hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - c. All rights of any kind whatsoever of ASSIGNOR accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - d. 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
 - e. Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for 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.** ASSIGNOR hereby authorizes the United States Patent and Trademark Office, and the officials thereof in any applicable jurisdictions to record and register this Assignment upon request by ASSIGNEE. Following the date hereof, upon ASSIGNEE’S reasonable request and at ASSIGNEE’S sole cost and expense, ASSIGNOR shall take such steps and actions, and provide such cooperation and assistance to

ASSIGNEE and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to ASSIGNEE, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this Assignment is entered into pursuant to the APA, to which reference is made for the statement of the rights and obligations of ASSIGNOR and ASSIGNEE with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA specifically relating to the Assigned IP shall not be superseded, enlarged, altered or amended 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 APA and the terms hereof, the terms of the APA shall govern.
4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this 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 Assignment.
5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment on the dates indicated below.

ASSIGNOR:
BRIGHT WORLD GROUP, LLC

ASSIGNEE:
CONTINENTAL BATTERY COMPANY

By: _____

Name: *Randy Hoad*

Title: *CEO*

Date: March 27, 2020

By: _____

Name: Eric Royse

Title: CEO

Date: March 27, 2020

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment on the dates indicated below.

ASSIGNOR:
BRIGHT WAY GROUP, LLC

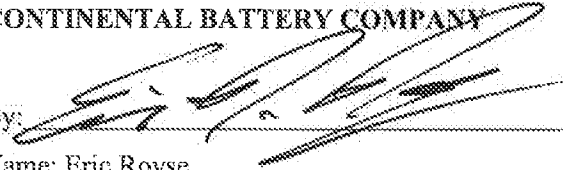
ASSIGNEE:
CONTINENTAL BATTERY COMPANY

By: _____

Name:

Title:

Date: March 27, 2020

By:  _____

Name: Eric Royse

Title: CEO

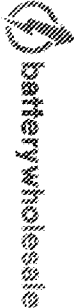
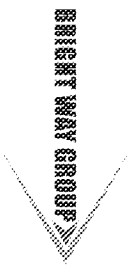
Date: March 27, 2020

SCHEDULE A

Patents

TITLE	JURISDICTION	RELATED APPL.	OWNER	APPL. NO.	FILING DATE	PATENT NO.	GRANT DATE	STATUS
INTEGRATED BREAKAWAY BRAKE SYSTEM	United States	US 62/456,333 (expired)	Bright Way Group LLC	15/889,277	2/6/2018	N/A	N/A	Pending

SCHEDULE B
Trademarks

JURISDICTION	MARK	APPL. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
U.S.		88/466,076	6/10/2019	N/A	N/A	Pending
U.S.		88/466,090	6/10/2019	N/A	N/A	Pending
U.S.	BRIGHT WAY GROUP	88/466,069	6/10/2019	N/A	N/A	Pending
U.S.	REIKKEN	86/079,995	10/1/2013	4529381	5/13/2014	Registered
Mexico	BRIGHT WAY GROUP	2302955	12/9/2019	N/A	N/A	Pending
Canada	BRIGHT WAY GROUP	1998937	12/3/2019	N/A	N/A	Pending