

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM573281

<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>
Eco Project LLC		08/19/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beam Network, Inc.		
<b>Street Address:</b>	637 Natoma Street #9		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87671411	ECO	
<b>Serial Number:</b>	87892693	ECO ACCOUNT	
<b>Serial Number:</b>	87892687	ECO CASH	
<b>Serial Number:</b>	87839945	ECO FORUM	
<b>Serial Number:</b>	87671423		
<b>Serial Number:</b>	87671446		
<b>Serial Number:</b>	87839957	ECO NETWORK	
<b>Serial Number:</b>	87839965	ECO PAY	
<b>Serial Number:</b>	87839982	ECO PROTOCOL	
<b>Serial Number:</b>	87839997	ECO WALLET	
<b>Serial Number:</b>	87671436	ECOFUNDATION	
<b>Serial Number:</b>	87654405	ECOSCORE	
<b>Serial Number:</b>	88564408	ELECTRONIC CURRENCY ORGANIZATION	
<b>Serial Number:</b>	88564435	ELECTRONIC CURRENCY ORGANIZATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$365.00 87671411

**Phone:** 3172361313  
**Email:** sharrell@btlaw.com  
**Correspondent Name:** Sarah P. Harrell  
**Address Line 1:** 11 S. Meridian Street  
**Address Line 4:** Indianapolis, INDIANA 46204

**ATTORNEY DOCKET NUMBER:** 79665-100

**NAME OF SUBMITTER:** Sarah P. Harrell

**SIGNATURE:** /sharrell/

**DATE SIGNED:** 04/23/2020

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (this "Assignment") is made and dated as of August 19, 2019 by and among Eco Project LLC, a Delaware limited liability company ("Eco Project"), Eco R&D HC LLC, a Delaware limited liability company ("Eco R&D HC"), Eco R&D LLC, a Delaware limited liability ("Eco R&D"), and Eco, Inc., a Delaware corporation ("Eco") and, together with Eco Project, Eco R&D HC, Eco R&D, the "Seller", and Beam Network, Inc., a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated August   , 2019 (the "Asset Purchase Agreement"). Seller and Buyer may each be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Asset Purchase Agreement provides that Seller shall deliver to Buyer this Assignment in order to effect the assignment of all of Seller's right, title and interest in and to the Assigned Trademarks (as defined below) to Buyer, and for recording with the United States Patent and Trademark Office; and

WHEREAS, Seller desires to so assign the Assigned Trademarks, and Buyer desires to accept this assignment, on the terms hereof.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Seller hereby grants, sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, all of Seller's worldwide right, title, and interest in and to the following marks (the "Assigned Trademarks"), together with any and all goodwill associated with and symbolized by, the Assigned Trademarks:

- a. the trademark registrations, trademark applications, and unregistered trademarks set forth on Schedule 1 hereto, together with all issuances, extensions, and renewals thereof, and any coexistence agreements relating to such trademarks;
- b. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c. 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
- d. 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, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Buyer.

3. Seller shall: (i) execute such additional documents as are necessary to transfer, defend, register, or otherwise give full effect to and perfect the rights of Buyer in the Assigned Trademarks; and (ii) take such further actions as Buyer may reasonably request in order to demonstrate Buyer's title to the Assigned

Trademarks. Buyer shall reimburse (or shall have reimbursed) Seller's reasonable out-of-pocket expenses incurred through such assistance. Seller, and each of its officers hereby irrevocably designates and appoints Buyer as its and their agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in its and their behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by any and each of them.

4. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Assigned Trademarks from Seller to Buyer. Nothing contained in this Assignment is intended to modify any of the provisions of the Asset Purchase Agreement as they relate to the Assigned Trademarks, including any of the representations, warranties, covenants or indemnities set forth in the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement controls.

5. Seller represents and warrants to Buyer that as of the date hereof Seller has the full right, power, and authority to enter into this Assignment and perform its obligations hereunder and the execution of this Assignment by Seller has been duly authorized by all necessary organizational action of Seller.


6. This Assignment shall bind the respective successors and assigns of Seller and Buyer. This Assignment shall be governed by and construed in accordance with the laws of the State of California without reference to such state's principles of conflicts of law. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]


IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above.

**SELLER:**

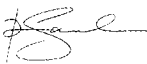
ECO PROJECT LLC

By:   
Name: Roberto Sanabria  
Title: VP of Operations


ECO R&D HC LLC

By:   
Name: Roberto Sanabria  
Title: VP of Operations

ECO R&D LLC

By:   
Name: Roberto Sanabria  
Title: VP of Operations

ECO, INC.

By:   
Name: Garrett Camp  
Title: CEO

**BUYER:**

BEAM NETWORK, INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above.

**SELLER:**

**BUYER:**

ECO PROJECT LLC

BEAM NETWORK, INC.

By: \_\_\_\_\_  
Name:  
Title:

By: Ryne Saxe \_\_\_\_\_  
Name: Ryne Saxe  
Title: CEO

ECO R&D HC LLC

By: \_\_\_\_\_  
Name:  
Title:

ECO R&D LLC






By: \_\_\_\_\_  
Name:  
Title:

ECO, INC.




By: \_\_\_\_\_  
Name:  
Title:

**Schedule 1**

**Trademark Registrations, Trademark Applications, and Unregistered Trademarks**

Trademark	Country	Class	App Date	App #	Reg Date	Reg #	Status	Owner
ECO (and design) (in color) 	Thailand	42	3-May-2018	180113186			Pending	Eco R&D LLC
ECOFUNDATION	Thailand	9	3-May-2018	180113181			Pending	Eco R&D LLC
ECOFUNDATION	Thailand	36	3-May-2018	180113182			Pending	Eco R&D LLC
ECOFUNDATION	Thailand	42	3-May-2018	180113183			Pending	Eco R&D LLC
ECO (and design) (in color) 	United States	9, 42	3-Nov-2017	87671411			Pending	Eco Project LLC
ECO ACCOUNT (and design) 	United States	9, 36, 42	25-Apr-2018	87892693			Pending	Eco Project LLC
ECO CASH	United States	9, 36, 42	25-Apr-2018	87892687			Pending	Eco Project LLC
ECO FORUM	United States	9, 36, 42	19-Mar-2018	87839945			Pending	Eco Project LLC
ECO Logo 	United States	9, 35, 38, 41, 42	3-Nov-2017	87671423			Pending	Eco Project LLC
ECO Logo (in color) 	United States	9, 35, 38, 41, 42	3-Nov-2017	87671446			Pending	Eco Project LLC
ECO NETWORK	United States	9, 36, 42	19-Mar-2018	87839957			Pending	Eco Project LLC



Trademark	Country	Class	App Date	App #	Reg Date	Reg #	Status	Owner
ECO PAY	United States	9, 36, 42	19-Mar-2018	87839965			Pending	Eco Project LLC
ECO PROTOCOL	United States	9, 36, 42	19-Mar-2018	87839982			Pending	Eco Project LLC
ECO WALLET	United States	9, 36, 42	19-Mar-2018	87839997			Pending	Eco Project LLC
ECOFUNDATION	United States	9, 36, 42	3-Nov-2017	87671436			Pending	Eco Project LLC
ECOSCORE	United States	9, 36, 42	20-Oct-2017	87654405			Pending	Eco Project LLC
ELECTRONIC CURRENCY ORGANIZATION	United States	9, 42	08/02/2019	88564408			Pending	Eco Project LLC
ELECTRONIC CURRENCY ORGANIZATION (and design)	United States	9, 42	08/02/2019				Pending	Eco Project LLC
 ELECTRONIC CURRENCY ORGANIZATION								
ECO (and design) (in color)	Vietnam	9, 36, 42	3-May-2018	4201813644			Pending	Eco R&D LLC
								
ECOFUNDATION	Vietnam	9, 36, 42	3-May-2018	4201813645			Pending	Eco R&D LLC
								
ECO Logo	WIPO	9, 35, 38, 41, 42	22-Dec-2017	A0072441	22-Dec-2017	IR 1396698	Registered	Eco Project LLC
ECOSCORE	WIPO	9, 36, 42	18-Apr-2018	A0075191	18-Apr-2018	IR 1414125	Registered	Eco Project LLC