

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579393

<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>
STORM PRODUCTS, INC.		05/29/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BELMO & COMPANY, LLC		
<b>Street Address:</b>	8 THE GREEN STE A		
<b>City:</b>	Dover		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19901		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5775867	BELMO	
<b>Registration Number:</b>	5775868		
<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>			
<b>Phone:</b>	9545586999		
<b>Email:</b>	darren@heitnerlegal.com		
<b>Correspondent Name:</b>	Darren Heitner		
<b>Address Line 1:</b>	215 Hendricks Isle		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33301		
<b>NAME OF SUBMITTER:</b>	Darren Heitner		
<b>SIGNATURE:</b>	/Darren Heitner/		
<b>DATE SIGNED:</b>	06/03/2020		
<b>Total Attachments: 4</b>			
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source=INTELLECTUAL_PROPERTY_ASSIGNMENT_AGREEMENT_(Belmo).docx#page2.tif			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Assignment**”) is made effective as of May 29, 2020 (“**Effective Date**”) by and between STORM PRODUCTS, INC. (“**STORM**”) and BELMO & COMPANY, LLC (“**BELMO**”), each being referred to individually as a “**Party**,” and collectively as the “**Parties**” throughout this Agreement.

**WHEREAS**, the Parties have entered into an Equity Purchase Agreement (dated as of May 29, 2019) whereby STORM shall receive five percent (5%) equity in BELMO in exchange for STORM’s agreement to sell, transfer, assign, and convey to BELMO all of STORM’s right, title, and interest in and to the Intellectual Property Assets (as defined below); and

**WHEREAS**, this Agreement solely sets forth the terms and conditions regarding STORM’s transfer and assignment of the Intellectual Property Assets to BELMO.

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

1. **Assignment.** STORM hereby irrevocably sells, transfers, assigns, sets over, and conveys to BELMO, its successors and assigns, all of STORM’s worldwide right, title, and interest in and to all Intellectual Property Assets identified in **Exhibit A** attached hereto, (collectively, the “**Assigned IP**”), together with all goodwill associated therewith and all claims, demands, income, damages, royalties, payments, and accounts hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Assigned IP, including without limitation all rights to sue, prosecute and collect damages and obtain other legal or equitable relief for past, present, and future infringement, misappropriation or other violation thereof and proceeds to infringement suits, and all rights corresponding thereto throughout the world for the Assigned IP rights assigned herein, the same to be held and enjoyed by BELMO, its successors and assigns.

From and after the Effective Date of this Agreement, STORM shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP, except as may be expressly authorized by BELMO in writing.

2. **Authorization to Assign.** STORM hereby authorizes the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, to record BELMO as owner of the Assigned IP, including, without limitation, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of BELMO, its successors, assigns or other legal representatives.
3. **Representations and Warranties.** STORM hereby represents, warrants, and covenants that:  
(i) STORM has the full right and ability to convey STORM’S entire right, title, and interest herein conveyed, and that no assignment, sale, grant, mortgage, license or other agreement or encumbrance has been or will be made or entered into that would, or could, affect the rights,

titles, and interests conveyed herein; and (ii) STORM has obtained the required consent of all persons needed to carry out this Agreement.


4. **Power of Attorney.** STORM hereby grants the firm of Heitner Legal, P.L.L.C. with the authority and power to insert on this document any further information that may be necessary or desirable for the purpose of recordation in the United States Patent & Trademark Office or similar offices of any foreign country.
5. **Further Assurances.** STORM, including its respective successors and assigns, hereby agrees to provide BELMO with all such assistance as BELMO may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by BELMO to execute and cause STORM and/or its current or former employees or contractors to: (i) execute and deliver, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Agreement, (ii) aid BELMO or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Assigned IP in all jurisdictions, and (iii) record BELMO as owner of the Assigned IP, including, without limitation, all of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of BELMO, its successors, assigns or other legal representatives.
6. **Amendment; Waivers.** No provision of this Agreement may be waived, amended, modified, or supplemented except by written instrument authorized and executed by both Parties. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by either Party of a breach of any provisions of this Assignment Agreement shall not operate or be construed as a waiver of any other or subsequent breach.
7. **No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns, and nothing herein is intended or shall be construed to confer upon any person other than the Parties and their respective successors and permitted assigns any rights, remedies, or claims under, or by any reason of, this Agreement.
8. **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto, shall be governed, construed and interpreted in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law.
9. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.
10. **Severability.** Any term or provision of this Assignment Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or

other provisions of this Agreement in any other jurisdiction. To the extent permitted by law, the Parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.

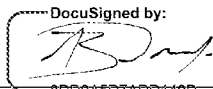
- 11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. For purposes of execution, documents signed and transmitted by facsimile or by PDF/email shall be treated as an original document.
- 12. **Entire Agreement.** This Agreement contains the entire understanding and agreement among the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous agreements and understandings, or conditions, express or implied, oral or written, between the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the Effective Date written above.

**STORM PRODUCTS, INC.**

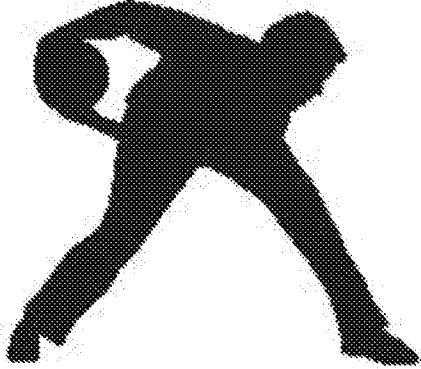
By:  \_\_\_\_\_  
Name: Bill Chrisman  
Title: \_\_\_\_\_

**BELMO & COMPANY, LLC**

By:  \_\_\_\_\_  
Name: Jason Belmonte  
Title: \_\_\_\_\_

**EXHIBIT A**

**INTELLECTUAL PROPERTY ASSETS**

<b><u>Trademarks</u></b>	<b><u>Description</u></b>
BELMO	USPTO Registered Word Mark Registration No. 5775867 International Registration No. 1315762
	USPTO Registered Design Mark Registration No. 5775868 International Registration No. 1332211