

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM584414

<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>
ILC Trademark Corporation		02/06/2020	Corporation: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lightning Bolt US LLC		
<b>Street Address:</b>	5901 West Side Ave		
<b>City:</b>	North Bergen		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07047		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88176584	BOLT	
<b>Serial Number:</b>	77871399		
<b>Serial Number:</b>	77871324	LIGHTNING BOLT	
<b>Serial Number:</b>	77871305	LIGHTNING BOLT	
<b>Serial Number:</b>	73059185	LIGHTNING BOLT	
<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>	2129617503		
<b>Email:</b>	david@fahamlaw.com		
<b>Correspondent Name:</b>	David Faham		
<b>Address Line 1:</b>	294 Maplewood Ave		
<b>Address Line 4:</b>	Oakhurst, NEW JERSEY 07755		
<b>NAME OF SUBMITTER:</b>	David Faham		
<b>SIGNATURE:</b>	/df/		
<b>DATE SIGNED:</b>	07/02/2020		
<b>Total Attachments: 4</b>			
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EXHIBIT C

U.S. TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), effective as of February 6, 2020, is made by ILC Trademark Corporation ("Seller"), a British Virgin Islands Corporation with a place of business at TROPIC ISLE BUILDING PO BOX 3443 ROAD TOWN, TORTOLA BR. VIRGIN ISLANDS (hereinafter the 'ASSIGNOR') in favor of Lighting Bolt US LLC ("Buyer") a New Jersey limited liability company, with an address of TBA (hereinafter the 'ASSIGNEE').

Whereas, pursuant to the Asset Purchase Agreement effective as of February 6, 2020, by and between Seller and Buyer, Assignor has conveyed, transferred and assigned to Assignee certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("USPTO").

NOW THEREFORE, the parties agree as follows:


1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following trademarks shown in Schedule 1 hereto (the "Assigned Trademarks") in the United States (the "Territory"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks in the Territory:
  - (b) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
  - (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law in the Territory; and
  - (d) any and all claims and causes of action in the Territory 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 authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. General.

- (a) Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (b) 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.
- (c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule.
- (d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Assignor: ILC Trademark Corporation

By   
\_\_\_\_\_

Name: ALBERT LEE

Title: CHIEF FINANCIAL OFFICER

AGREED TO AND ACCEPTED:

Assignee: Lightning Bolt US LLC

By \_\_\_\_\_

Name: Abraham Setton

Title: Manager

3. General.

- (a) Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
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Assignor: ILC Trademark Corporation

By \_\_\_\_\_

Name:

Title:

AGREED TO AND ACCEPTED:

Assignee: Lightning Bolt US LLC



By  \_\_\_\_\_

Name: Abraham Setton

Title: Manager

SCHEDULE 1

ASSIGNED U.S. TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION #</u>	<u>SERIAL #</u>	<u>CLASS</u>
		88176584	9,14,18,24,25,28
	4384212	77871399	14, 18, 24, 25, 28
<i>Lightning Bolt</i>	4400389	77871324	9,14,18,24,25,28
LIGHTNING BOLT	4384211	77871305	9,14,18,24,25,28
LIGHTNING BOLT	1058516	73059185	25,28