

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM585705

<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>
Westone Laboratories, Inc.		06/11/2020	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Team IP Holdings, LLC		
<b>Street Address:</b>	14301 FAA Blvd., Suite 105		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76155		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88712896	WESTONE AUDIO	
<b>Registration Number:</b>	4574589	ADV	
<b>Registration Number:</b>	4578770	ADV	
<b>Registration Number:</b>	4578621	UP & OVER	
<b>Registration Number:</b>	4591256	ADVENTURE SERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7139750995		
<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>	832-532-7386		
<b>Email:</b>	info@dmiplaw.com		
<b>Correspondent Name:</b>	D'Ambrosio & Menon, PLLC		
<b>Address Line 1:</b>	12808 W. Airport Blvd., Suite 329		
<b>Address Line 4:</b>	Sugar Land, TEXAS 77478		
<b>ATTORNEY DOCKET NUMBER:</b>	TMIP001		
<b>NAME OF SUBMITTER:</b>	Tanya Taylor		
<b>SIGNATURE:</b>	/Tanya Taylor/		
<b>DATE SIGNED:</b>	07/09/2020		
<b>Total Attachments: 3</b>			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), dated as of June 11, 2020, is by WESTONE LABORATORIES, INC., a Colorado corporation (“**Westone Labs**”), in favor of TEAM IP HOLDINGS, LLC, a Texas limited liability company (“**TEAM IP**”).

WHEREAS, Westone Labs is the owner of all rights, title, and interest in and to the trademark WESTONE AUDIO, U.S. Application Serial No. 88/712,896, and the other trademarks specifically set forth on **Schedule 1**, and all common law rights related thereto, (collectively, the “**Trademarks**”); and

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement dated as of June 11, 2020, Westone Labs has agreed to assign all right, title, and interest in the Trademarks to Team IP, including the goodwill of the business associated therewith.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Westone Labs and Team IP hereby agree as follows:

1. Assignment of Trademarks. Westone Labs hereby assigns, transfers, sells, and conveys to Team IP, free and clear of all liens and encumbrances, all right, title, and interest in and to, in all jurisdictions throughout the world, the Trademarks, and all state or U.S. federal trademark applications or registrations, if any, for the Trademarks, including, without limitation: (a) all goodwill associated with or symbolized by the Trademarks; (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of the Trademarks; (d) all income, royalties, damages, and other payments now and hereafter due and payable with respect to the Trademarks; and (e) all other rights accruing from the Trademarks, together in each case with the goodwill of the business connected with the use of, and symbolized by, the Trademarks.
2. Further Assurances. Westone Labs agrees that on request it shall, at any time and without charge to Team IP, sign all papers, take all rightful oaths, execute any and all documents, and do all acts that may be necessary or desirable to vest title to or possession and control of the Trademarks in Team IP or in its successors, assigns, and legal representatives or nominees.
3. Successors and Assigns. This Assignment shall bind and inure to the benefit of Team IP its respective successors and assigns. Westone Labs represents and warrants to Team IP that it is the owner of all right and title to all of the foregoing and that no consent of or release from any third party is necessary for the assignment of the foregoing to Team IP.

[Signature page follows]

IN WITNESS WHEREOF, Westone Labs has caused this Assignment to be executed,  
effective as of the day and year written above.

WESTONE LABORATORIES, INC.

By:  \_\_\_\_\_

Name: Terry Conrad

Title: President

*Signature Page to Trademark Assignment*

**Schedule 1**  
**Trademarks**

<b>Name of Trademark</b>	<b>USPTO No.</b>	<b>Date of Issuance</b>	<b>Owner</b>
Westone Audio	88/712,896 (Application)		Westone Laboratories, Inc.
ADV	4574589 (Registration)	July 29, 2014	Westone Laboratories, Inc.
ADV & DESIGN	4578770 (Registration)	August 5, 2014	Westone Laboratories, Inc.
Up & OVER	4578621 (Registration)	August 5, 2014	Westone Laboratories, Inc.
Adventure Series	4591256 (Registration)	August 26, 2014	Westone Laboratories, Inc.