

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM597412

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the identity of assignee; originally identified as "Stray Electrons, LLC" but correctly identified as "Stray Electrons LLC" previously recorded on Reel 006606 Frame 0283. Assignor(s) hereby confirms the conveyance, transfer, and assignment.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gibson Brands, Inc.		12/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stray Electrons LLC		
Street Address:	29146 WAGON RD.		
City:	AGOURA HILLS		
State/Country:	CALIFORNIA		
Postal Code:	91301		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2898720	BUMBLE BEE	
Registration Number:	4822650	N NEAT MICROPHONES	
Registration Number:	4773628	BUMBLEBEE	
Registration Number:	4782723	BEECASTER	
Registration Number:	4773635	WORKER BEE	
Registration Number:	4946668	BEEKEEPER	
Registration Number:	4773636	BEELINE	
Registration Number:	4937204	NEAT WIDGET	
Registration Number:	5051245	NEAT KING BEE	
Serial Number:	87108381	MUSETTE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6152422400		
Email:	smd@iplawgroup.com		
Correspondent Name:	Scott M. Douglass		
Address Line 1:	1600 Division Street, Suite 500		

TRADEMARK

Address Line 4: Nashville, TENNESSEE 37203

NAME OF SUBMITTER: Scott M. Douglass

SIGNATURE: /Scott M. Douglass/

DATE SIGNED: 09/14/2020

Total Attachments: 25

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM516947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gibson Brands, Inc.		12/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stray Electrons, LLC		
Street Address:	29146 Wagon Rd.		
City:	Agoura Hills		
State/Country:	CALIFORNIA		
Postal Code:	91301		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4782723	BEECASTER	
Registration Number:	4946668	BEEKEEPER	
Registration Number:	4773636	BEELINE	
Registration Number:	2898720	BUMBLE BEE	
Registration Number:	4773628	BUMBLEBEE	
Registration Number:	4822650	N NEAT MICROPHONES	
Registration Number:	4937204	NEAT WIDGET	
Registration Number:	4773635	WORKER BEE	
Serial Number:	87108381	MUSSETTE	
Registration Number:	5051245	NEAT KING BEE	
CORRESPONDENCE DATA			
Fax Number:	6152422221		
<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:	6152422400		
Email:	smd@iplawgroup.com		
Correspondent Name:	Scott M. Douglass		
Address Line 1:	1600 Division St., Suite 500		
Address Line 4:	Nashville, TENNESSEE 37203		

OP \$265.00 4782723

NAME OF SUBMITTER:	Scott M. Douglass
SIGNATURE:	/Scott M. Douglass/
DATE SIGNED:	04/02/2019
Total Attachments: 13 source=2CR1430#page1.tif source=2CR1430#page2.tif source=2CR1430#page3.tif source=2CR1430#page4.tif source=2CR1430#page5.tif source=2CR1430#page6.tif source=2CR1430#page7.tif source=2CR1430#page8.tif source=2CR1430#page9.tif source=2CR1430#page10.tif source=2CR1430#page11.tif source=2CR1430#page12.tif source=2CR1430#page13.tif	

CORRECTIVE DOCUMENT

This Corrective Document ("Corrective Document") is entered into between Gibson Brands, Inc., a Delaware corporation ("Seller"), and Stray Electronics LLC, a California limited liability company ("Buyer;" together with the Seller, the "Parties" and each, a "Party").

RECITALS

WHEREAS, the Parties entered into an Asset Purchase Agreement dated December 27, 2018 (the "Asset Purchase Agreement"), wherein Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, the rights, title, and interests of Seller to the Purchased Assets (as defined in the Asset Purchase Agreement), subject to the terms and conditions set forth therein;

WHEREAS, at various places in the Asset Purchase Agreement, including in its schedules and exhibits such as Exhibit A ("Disclosure Schedule"), Exhibit B ("Bill of Sale"), and Exhibit C ("Intellectual Property Assignments;" collectively the "Exhibits"), the Asset Purchase Agreement incorrectly spelled Buyer's name as "Stray Electronics, LLC" (including an incorrect, errant comma) instead of "Stray Electronics LLC" (omitting the errant comma);

WHEREAS, in Article V, Section 5.03 of the Asset Purchase Agreement, the Parties agreed, "Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder;"

WHEREAS, in paragraph 2 of the Intellectual Property Assignments, the Parties agreed, "Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto;"

WHEREAS, in order to perfect all rights in the Assigned IP, Buyer now wishes for Seller to execute this Corrective Document and to incorporate corrected versions of the Asset Purchase Agreement and its Exhibits ("Corrected Asset Purchase Agreement and Exhibits");

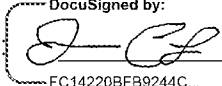
WHEREAS, no further consideration is required for the requested actions;

NOW THEREFORE, the Parties agree as follows:

1. The original versions of the Asset Purchase Agreement and its Exhibits are included herein as Schedule I for reference.
2. The corrected versions of the Asset Purchase Agreement and its Exhibits are included herein as Schedule II for signature, filing, and all future uses and references.

3. The Parties hereby execute this Corrective Document and Corrected Asset Purchase Agreement and Exhibits and intend to be bound by the same.
4. No material or other changes are made to the Corrected Asset Purchase Agreement and Exhibits except as described in this Corrective Document.
5. The Corrected Asset Purchase Agreement and Exhibits are valid and effective *nunc pro tunc* as of December 27, 2018 (the "Effective Date").

GIBSON BRANDS, INC.


By:  _____
FC14220BF89244C...
Name: James Curleigh

Title: CEO

STRAY ELECTRONS LLC

By:  _____
Bernard "Skipper" Wise, President

Owner	Trademark	Country	Application No	Registration No	Registration Date	Int. Classes	Trademark Status
BEECASTER							
GIBSON BRANDS, INC.	BEECASTER	BEECASTER Brazil	907156835	907156835	Sep 27 2016	9	Registered
GIBSON BRANDS, INC.	BEECASTER	BEECASTER China	13734996			9	Pending
GIBSON BRANDS, INC.	BEECASTER	EUTM	012429486	012429486	Jun 23 2014	9, 15, 25	Registered
GIBSON BRANDS, INC.	BEECASTER	BEECASTER India	2643265	2643265	Aug 31 2016	9	Registered
GIBSON BRANDS, INC.	BEECASTER	BEECASTER Japan	985352013	5664972	Apr 18 2014		Registered
GIBSON BRANDS, INC.	BEECASTER	BEECASTER United States of America	86143284	4782723	Jul 28 2015	9	Registered
BEEHIVE							
GIBSON BRANDS, INC.	BEEHIVE	BEEHIVE Brazil	907159990	907159990	Sep 27 2016	9	Registered
GIBSON BRANDS, INC.	BEEHIVE	BEEHIVE China	17557536	17557536	Dec 7 2016	9	Registered
GIBSON BRANDS, INC.	BEEHIVE	EUTM	012429601	012429601	May 30 2014	9, 15	Registered
GIBSON BRANDS, INC.	BEEHIVE	BEEHIVE India	2643272	2643272	Aug 11 2016	9	Registered
GIBSON BRANDS, INC.	BEEHIVE	BEEHIVE Japan	985432013	5731474	Jan 9 2015		Registered
BEEKEEPER							
GIBSON BRANDS, INC.	BEEKEEPER	BEEKEEPER Brazil	907156880	907156880	Sep 27 2016	9	Registered
GIBSON BRANDS, INC.	BEEKEEPER	BEEKEEPER China	13734992	13734992	Mar 7 2015	9	Registered
GIBSON BRANDS, INC.	BEEKEEPER	EUTM	012429536	012429536	May 13 2014	9, 15, 25	Registered
GIBSON BRANDS, INC.	BEEKEEPER	BEEKEEPER India	2643268	2643268	Aug 31 2016	9	Registered
GIBSON BRANDS, INC.	BEEKEEPER	BEEKEEPER Japan	985382013	56687961	May 9 2014	9	Registered
GIBSON BRANDS, INC.	BEEKEEPER	BEEKEEPER United States of America	86144011	4946668	Apr 26 2016	9	Registered
BEELINE							
GIBSON BRANDS, INC.	BEELINE	BEELINE Brazil	907156886			9	Pending
GIBSON BRANDS, INC.	BEELINE	BEELINE China	13734990	13734990	Apr 21 2015	9	Registered
GIBSON BRANDS, INC.	BEELINE	BEELINE India	2643270	2643270	Aug 31 2016	9	Registered
GIBSON BRANDS, INC.	BEELINE	BEELINE United States of America	86144015	4773636	Jul 14 2015	9	Registered
BEESTRO							
GIBSON BRANDS, INC.	BEESTRO	BEESTRO Brazil	907159966	907159966	Sep 27 2016	9	Registered
GIBSON BRANDS, INC.	BEESTRO	BEESTRO China	13734989	13734989	Mar 14 2015	9	Registered
GIBSON BRANDS, INC.	BEESTRO	EUTM	012429593	012429593	Jul 2 2014	9, 15, 25	Registered
GIBSON BRANDS, INC.	BEESTRO	BEESTRO India	2643271	2643271	Aug 31 2016	9	Registered

GIBSON BRANDS, INC.	BEESTRO	BEESTRO	Japan	985422013	5668468	May 9 2014	9	Registered
BUMBLE BEE								
GIBSON BRANDS, INC.	BUMBLE BEE		United States of America	76491210	2898720	Nov 2 2004	15	Registered
BUMBLEBEE								
GIBSON BRANDS, INC.	BUMBLEBEE	BUMBLEBEE	Brazil	907142168	907142168	Dec 20 2016	9	Registered
GIBSON BRANDS, INC.	BUMBLEBEE		EUTM	012429429	012429429	Jul 2 2014	9, 15, 25	Registered
GIBSON BRANDS, INC.	BUMBLEBEE	BUMBLEBEE	India	2643263	2643263	Aug 5 2016	9	Registered
GIBSON BRANDS, INC.	BUMBLEBEE	BUMBLEBEE	Japan	985492013	5666267	Apr 25 2014	9	Registered
GIBSON BRANDS, INC.	BUMBLEBEE	BUMBLEBEE	United States of America	86141986	4773628	Jul 14 2015	9	Registered
KING BEE								
GIBSON BRANDS, INC.	KING BEE	KING BEE	Brazil	907142168	907142168	Sep 27 2016	9	Registered
GIBSON BRANDS, INC.	KING BEE		EUTM	012429511	012429511	Jul 2 2014	9, 15, 25	Registered
GIBSON BRANDS, INC.	KING BEE	KING BEE	India	2643267	2643267	Aug 26 2016	9	Registered
GIBSON BRANDS, INC.	KING BEE	KING BEE	Japan	985372013	5664974	Apr 18 2014		Registered
MATH								
GIBSON BRANDS, INC.	MATH	MATH	Brazil	907160026	907160026	Sep 27 2016	9	Registered
GIBSON BRANDS, INC.	MATH	MATH	China	13734987			9	Pending
GIBSON BRANDS, INC.	MATH		EUTM	012429619	012429619	Jul 31 2014	9, 15, 25	Registered
GIBSON BRANDS, INC.	MATH	MATH	India	2643273	2643273	Dec 16 2013	9	Registered
GIBSON BRANDS, INC.	MATH	MATH	Japan	985442013	5704035	Sep 19 2014	9	Registered
MUSETTE								
GIBSON BRANDS, INC.	MUSETTE	MUSETTE	United States of America	87108381			15	Pending
N NEAT MICROPHONES								
GIBSON BRANDS, INC.	N NEAT MICROPHONES		United States of America	86022804	4822650	Sep 29 2015	9	Registered
NEAT								
GIBSON BRANDS, INC.	NEAT		Brazil	907135960	907135960	Sep 6 2016	9	Registered
GIBSON BRANDS, INC.	NEAT		China	13723578	13723578A	May 28 2015	9	Registered
GIBSON BRANDS, INC.	NEAT		India	2643262			9	Pending
GIBSON BRANDS, INC.	NEAT		Japan	980962013	5666263	Apr 25 2014	9	Registered
neat beeline								
GIBSON BRANDS, INC.	neat beeline		Japan	985412013	5664975	Apr 18 2014		Registered
NEAT BUMBLEBEE								
GIBSON BRANDS, INC.	NEAT BUMBLEBEE		China	13734981	13734981	Feb 28 2015		Registered
NEAT KING BEE								
GIBSON BRANDS, INC.	NEAT KING BEE		China	13734993	13734993	Feb 28 2015		Registered

NEAT MUSE

GIBSON BRANDS, INC.	NEAT MUSE	NEAT MUSE Brazil	907160107	907160107	Sep 27 2016	9	Registered
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GIBSON BRANDS, INC.	NEAT MUSE	NEAT MUSE China	13734983	13734983	Feb 28 2015	9	Registered
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GIBSON BRANDS, INC.	NEAT MUSE	EUTM	012429668	012429668	Jun 8 2017	9, 15, 25	Registered
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GIBSON BRANDS, INC.	NEAT MUSE	NEAT MUSE India	2643277	2643277	Aug 31 2016	9	Registered
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GIBSON BRANDS, INC.	NEAT MUSE	NEAT MUSE Japan	985482013	5666266	Apr 25 2014	9	Registered
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NEAT WIDGET

GIBSON BRANDS, INC.	NEAT WIDGET	EUTM	012429643	012429643	Jul 30 2014	9, 15, 25	Registered
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GIBSON BRANDS, INC.	NEAT WIDGET	NEAT WIDGET India	2643275	2643275	Aug 31 2016	9	Registered
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GIBSON BRANDS, INC.	NEAT WIDGET	NEAT WIDGET Japan	985462013	5666265	Apr 25 2014	9	Registered
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GIBSON BRANDS, INC.	NEAT WIDGET	NEAT WIDGET United States of America	86144203	4937204	Apr 12 2016	9	Registered
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GIBSON BRANDS, INC. [1515908] Body Incorporate	NEAT WIDGET	NEAT WIDGET China	13734985	13734985	Feb 28 2015	9	Registered
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WORKER BEE

GIBSON BRANDS, INC.	WORKER BEE	WORKER BEE Brazil	907156843	907156843	Sep 27 2016	9	Registered
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GIBSON BRANDS, INC.	WORKER BEE	EUTM	012429502	012429502	May 13 2014	9, 15, 25	Registered
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GIBSON BRANDS, INC.	WORKER BEE	WORKER BEE India	2643266	2643266	Dec 16 2013	9	Registered
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GIBSON BRANDS, INC.	WORKER BEE	WORKER BEE Japan	985362013	5664973	Apr 18 2014		Registered
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GIBSON BRANDS, INC.	WORKER BEE	WORKER BEE United States of America	86144008	4773635	Jul 14 2015	9	Registered
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EXHIBIT C

INTELLECTUAL PROPERTY ASSIGNMENTS

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "IP Assignment"), dated as of December 27, 2018, by and between Gibson Brands, Inc., a Delaware corporation ("**Seller**") and Stray Electronics, LLC, a California limited liability company ("**Buyer**"), in accordance with Section 2.02 of that Asset Purchase Agreement, dated December 27, 2018 (the "**Agreement**"), between Seller and Buyer. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, under the terms of the Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain Purchased IP, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office with respect to such Purchased IP.

NOW THEREFORE, the Parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to all Intellectual Property with respect to the Purchased IP (collectively, the "**Assigned IP**"), which includes but is not limited to the following:

(a) the trademark registrations and applications set forth on the Disclosure Schedules contained in Exhibit A to the Agreement, and all issuances, extensions, and renewals thereof (collectively, the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyright registrations, applications, and copyrightable subject matter set forth on the Disclosure Schedules contained in Exhibit A to the Agreement, and all issuances, extensions, and renewals thereof;

(c) the patent registrations, applications, and patentable subject matter set forth on the Disclosure Schedules contained in Exhibit A to the Agreement, and all issuances, extensions, and renewals thereof;

(d) 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;

(e) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) 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.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. **Terms of the Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded 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 Agreement and the terms hereof, the terms of the Agreement shall govern.

4. **Counterparts.** This IP 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 IP 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 IP Assignment.

5. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GIBSON BRANDS, INC.

By: _____

Name: _____

Title: _____

STRAY ELECTRONS, LLC.

By: 
Bernard "Skipper" Wise, President

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GIBSON BRANDS, INC.

By: Kimberly S Mattoon

Name: Kimberly S Mattoon

Title: CFD

STRAY ELECTRONS, LLC.

By: Bernard "Skipper" Wise, President

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EXHIBIT C

INTELLECTUAL PROPERTY ASSIGNMENTS

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “IP Assignment”), dated as of December 27, 2018, by and between Gibson Brands, Inc., a Delaware corporation (“**Seller**”) and Stray Electrons LLC, a California limited liability company (“**Buyer**”), in accordance with Section 2.02 of that Asset Purchase Agreement, dated December 27, 2018 (the “**Agreement**”), between Seller and Buyer. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, under the terms of the Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain Purchased IP, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office with respect to such Purchased IP.

NOW THEREFORE, the Parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to all Intellectual Property with respect to the Purchased IP (collectively, the “**Assigned IP**”), which includes but is not limited to the following:

(a) the trademark registrations and applications set forth on the Disclosure Schedules contained in Exhibit A to the Agreement, and all issuances, extensions, and renewals thereof (collectively, the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyright registrations, applications, and copyrightable subject matter set forth on the Disclosure Schedules contained in Exhibit A to the Agreement, and all issuances, extensions, and renewals thereof;

(c) the patent registrations, applications, and patentable subject matter set forth on the Disclosure Schedules contained in Exhibit A to the Agreement, and all issuances, extensions, and renewals thereof;

(d) 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;

(e) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) 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.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. **Terms of the Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded 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 Agreement and the terms hereof, the terms of the Agreement shall govern.

4. **Counterparts.** This IP 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 IP 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 IP Assignment.

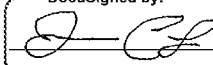
5. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GIBSON BRANDS, INC.

By:  _____
DocuSigned by:
FC14220BFB9244C...
Name: James Curleigh
Title: CEO

STRAY ELECTRONS LLC

By:  _____
Bernard "Skipper" Wise, President