

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601719

<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>
WOS, Inc.		07/27/2020	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	2A Truth Holding, LLC		
<b>Street Address:</b>	7600 Chevy Chase, Suite 300		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78752		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86245194	THE TRUTH ABOUT GUNS	
<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>	832-283-6564		
<b>Email:</b>	richard@schafer-ip.com		
<b>Correspondent Name:</b>	SCHAFFER IP LAW		
<b>Address Line 1:</b>	P.O. BOX 230081		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77223		
<b>NAME OF SUBMITTER:</b>	Richard A. Schafer		
<b>SIGNATURE:</b>	/Richard A. Schafer/		
<b>DATE SIGNED:</b>	10/07/2020		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of July 27, 2020, is made by **WOS, Inc. d/b/a Wide Open Media**, a Texas corporation (“**Seller**”), in favor of **2A Truth Holding, LLC**, a Texas limited liability company, the purchaser of certain of the assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to convey, transfer and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

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 the following:

(a) the trademark registrations set forth on Schedule 1 of this Trademark Assignment and all issuances, extensions and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned 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 and/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 officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller agrees to execute all such documents as may be required to transfer and, when applicable, to record the transfer of the Assigned Trademarks.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the

Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. 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 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.

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

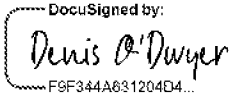
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance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

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first written above.

**SELLER:**

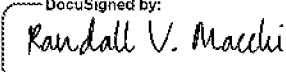
WOS, INC. D/B/A WIDE OPEN MEDIA

By:  \_\_\_\_\_  
DocuSigned by:  
F9F344A831204D4...  
Denis O'Dwyer, President

**AGREED TO AND ACCEPTED:**

**BUYER:**

**2A TRUTH HOLDING, LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
E9318F4D34434D1...  
Name: Randall V. Macchi  
Title: COO & General Counsel

**SCHEDULE 1  
ASSIGNED TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
"The Truth About Guns"	US	86245194	4655677	December 16, 2014

*[Schedule I to Trademark Assignment Agreement by WOS, Inc. in favor of 2A Truth Holding, LLC]*