

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALOOMPA, LLC		02/02/2021	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	CUE AUDIO, INC.		
Street Address:	P.O. Box 2770		
City:	Albany		
State/Country:	TEXAS		
Postal Code:	76430		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4579372	FESTAPP	
Registration Number:	4579373	FESTAPP	
Registration Number:	4587813	ALOOMPA	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	65536-2		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	02/05/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”), dated as of February 2, 2021 (the “**Effective Date**”), is entered into by and among Aloompa LLC, a Tennessee limited liability company (“**Assignor**”), and CUE Audio, Inc., a Delaware corporation (“**Assignee**”).

RECITALS

WHEREAS, Assignor and Assignee are parties that that certain Asset Purchase Agreement dated of the date hereof (the “**Purchase Agreement**”), whereby Assignor has agreed to sell, assign, and convey to Assignee all of Assignor’s right, title, and interest in and to the Intellectual Property Assets (as defined in the Purchase Agreement);

WHEREAS, Assignor is the Registrant and owner of common law and statutory rights in and to certain trademarks shown in U.S. Trademark registrations and applications as set forth on Schedule A to this Agreement, which is attached hereto and incorporated herein by reference, used in conjunction with services offered by Assignee (the “**Trademarks**”); and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all of Assignor’s rights in and to the Trademarks and all of the goodwill associated with the businesses in which the Trademarks are used, which are on-going and existing.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration as provided in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in the Trademarks, including domestic and foreign rights, including without limitation: (i) all goodwill associated with the Trademarks; (ii) any and all applications, registrations or certificates or renewals that may be issued or granted therefor and all goodwill associated therewith; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain registrations in the Trademarks in Assignee’s own name throughout the world, including, without limitation, all rights of priority.

Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such right, title, and interest assigned hereby in Assignee, its successors, assigns, and legal representatives. Assignor further agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting the Trademarks and to provide to Assignee all written and electronic documentation in support of its ownership and continuous use of the Trademarks from the date of first use or registration; and, at the expense of Assignee, to testify in any legal proceedings,

sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce its rights under the Trademarks.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

ASSIGNOR:

ALOOMPA, LLC

By: *Andrew Burchfield*
Andrew Burchfield (Feb 7, 2021 08:17 CST)


Name: Andrew Burchfield

Title: President

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

ASSIGNEE:

CUE AUDIO, INC.

By:  _____
Name: Blake Picquet
Title: Chief Executive Officer

SCHEDULE A

Trademark	Registration Date	Registration Number	Owner
<i>Festapp</i>	August 5, 2014	4579372	Aloompa, LLC
FESTAPP	August 5, 2014	4579373	Aloompa, LLC
Aloompa	August 19, 2014	4587813	Aloompa, LLC