

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625464

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900585252		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chalgren Enterprises		12/11/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Rhythmlink International, LLC		
Street Address:	1140 First Street South		
City:	Columbia		
State/Country:	SOUTH CAROLINA		
Postal Code:	29209		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3563318	CHALGREN ENTERPRISES	
CORRESPONDENCE DATA			
Fax Number:	8644772631		
<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:	864-282-1117		
Email:	bbaysinger@nexsenpruet.com		
Correspondent Name:	Bryan L. Baysinger		
Address Line 1:	55 East Camperdown Way		
Address Line 2:	Suite 400		
Address Line 4:	Greenville, SOUTH CAROLINA 29601		
ATTORNEY DOCKET NUMBER:	032246.00122		
NAME OF SUBMITTER:	Bryan L. Baysinger		
SIGNATURE:	/Bryan L. Baysinger/		
DATE SIGNED:	02/09/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of December 11, 2020 is made by Chalgren Enterprises ("Seller"), a California corporation, located at 380 Tomkins Court, Gilroy, CA 95020, in favor of Rhythmlink International, LLC ("Buyer"), a South Carolina limited liability company, located at 1140 First Street South, Columbia, SC 29209, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of December 11, 2020 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

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 (the "Assigned Registered IP"):

(a) The patents and patent applications set forth on Exhibit 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents"), if any;

(b) The trademark registrations and applications set forth on Exhibit 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit 2 hereto, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) The copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Exhibit 3 hereto, and all issuances, extensions, and renewals thereof (the "Copyrights"), if any;

(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) 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

(f) any and 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. Seller hereby authorizes (a) the Commissioner for Trademarks in the United States Patent and Trademark Office (the "USPTO"), (b) any other applicable officials of the USPTO or the United States Copyright Office, and (c) the officials of corresponding entities or agencies in any other applicable jurisdictions to recognize, record, and register this IP Assignment upon request by Buyer.

3. Further Actions. 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 Registered IP to Buyer, or any assignee or successor thereto. Seller hereby represents and warrants that Seller is the owner of no registered intellectual property and no applications or other filings to register any intellectual property except as listed in the Exhibits to this Agreement and that this

Agreement is intended to assign to Buyer all registered intellectual property and all applications and other filings to register intellectual property owned by Seller.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP 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 Registered IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded or impaired 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.

5. 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.

6. 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.

7. 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 South Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction).

[Signature Page(s) Attached]

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this **Intellectual Property Assignment Agreement** on December 11, 2020, to be legally binding and effective as of 8:00 PM Eastern on the date first above written.

Chalgren Enterprises

By: _____
Name: Richard Kaiser
Title: President
Address for Notices:
Chalgren Enterprises
380 Tomkins Court
Gilroy, CA 95020

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On _____, 2020, before me personally appeared Richard L. Kaiser, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Chalgren Enterprises, the California corporation described above, and acknowledged the instrument to be his free act and deed and the free act and deed of Chalgren Enterprises for the uses and purposes described in the instrument.

My Commission Expires: _____

_____(SEAL)
Notary Public
Printed Name:

ACCEPTED:

~~Rhythmlink International, LLC~~

By: _____
Name: Shawn V. Regan
Title: CEO
Address for Notices:
Rhythmlink International, LLC
1140 First Street South
Columbia, SC 29209
Attn: Shawn Regan, CEO

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Mecklenburg

On December 10, 2020, before me personally appeared Shawn V. Regan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CEO of Rhythmlink International, LLC, the South Carolina limited liability company described above, and acknowledged the instrument to be his free act and deed and the free act and deed of Rhythmlink International, LLC for the uses and purposes described in the instrument.

My Commission Expires: Jan 22, 2025

Katherine W. Stogner (SEAL)
Notary Public
Printed Name: Katherine Stogner
Notary Public
Mecklenburg
County
KATHERINE W. STOGNER
NORTH CAROLINA

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this **Intellectual Property Assignment Agreement** on 12/10, 2020, to be legally binding and effective as of 8:00 PM Eastern on the date first above written.

Chalgren Enterprises

By: [Signature]
Name: Richard Kaiser
Title: President
Address for Notices:
Chalgren Enterprises
380 Tomkins Court
Gilroy, CA 95020

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On December 10, 2020, before me personally appeared Richard L. Kaiser, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Chalgren Enterprises, the California corporation described above, and acknowledged the instrument to be his free act and deed and the free act and deed of Chalgren Enterprises for the uses and purposes described in the instrument.

My Commission Expires: September 9, 2023 [Signature] (SEAL) **SEE ATTACHED**
Notary Public
Printed Name: S. ZAVALLA

ACCEPTED:

Rhythmink International, LLC

By: _____
Name: Shawn V. Regan
Title: CEO
Address for Notices:
Rhythmink International, LLC
1140 First Street South
Columbia, SC 29209
Attn: Shawn Regan, CEO

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On _____, 2020, before me personally appeared Shawn V. Regan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CEO of Rhythmink International, LLC, the South Carolina limited liability company described above, and acknowledged the instrument to be his free act and deed and the free act and deed of Rhythmink International, LLC for the uses and purposes described in the instrument.

My Commission Expires: _____ (SEAL)
Notary Public
Printed Name: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

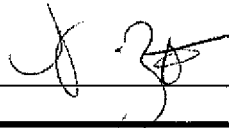
State of California
County of Santa Clara)

On December 10, 2020 before me, S. Zavala, Notary Public
(insert name and title of the officer)

personally appeared Richard L. Kaiser
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

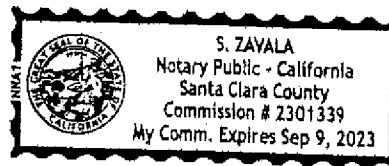


EXHIBIT 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents				
	Title	Jurisdiction	Patent Number	Issue Date
	None			
Patent Applications				
	Title	Jurisdiction	Application/ Publication Number	Filing Date
	None			

EXHIBIT 2
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations					
	Mark	Jurisdiction	Serial Number	Registration Number	Registration Date
	CHALGREN ENTERPRISES	USPTO	77-345,170	3,563,318	January 20, 2009
Trademark Applications					
	Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
	None				

EXHIBIT 3
ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations				
	Title	Jurisdiction	Registration Number	Registration Date
	None			
Copyright Applications				
	Title	Jurisdiction	Application Number	Filing Date
	None			