

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM629747

<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>
Brown & Bigelow, Inc.		02/22/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scribe OpCo, Inc.		
<b>Street Address:</b>	14421 Myerlake Circle		
<b>City:</b>	Clearwater		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33760		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2363825	HOTLINE	
<b>Registration Number:</b>	2578261	CLASSICLINE	
<b>Registration Number:</b>	1704879	SCENIC AMERICA	
<b>Registration Number:</b>	1700492	OUR BEAUTIFUL AMERICA	
<b>Registration Number:</b>	1675061	FAST TRAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133669		
<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>	317-713-3500		
<b>Email:</b>	ebaumhart@taftlaw.com		
<b>Correspondent Name:</b>	Elizabeth Baumhart		
<b>Address Line 1:</b>	Taft Stettinius & Hollister LLP		
<b>Address Line 2:</b>	One Indiana Square, Suite 3500		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	NOR20-00100		
<b>NAME OF SUBMITTER:</b>	Elizabeth Baumhart		
<b>SIGNATURE:</b>	/Elizabeth Baumhart/		
<b>DATE SIGNED:</b>	03/04/2021		

CH \$140.00 2363825

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**Intellectual Property Assignment**”), dated as of February 22, 2021 (the “**Signing Date**”), is made by Brown & Bigelow, Inc., a Delaware corporation, having its principal office and place of business at 345 Plato Boulevard East, St. Paul, MN 55107 (“**Seller**”) in favor of Scribe OpCo, Inc., a Delaware corporation, having its principal office and place of business at 14421 Myerlake Circle, Clearwater, FL 33760 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement by and among Buyer and Seller dated as of as of the date hereof (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 Intellectual Property 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, all of Seller’s right, title, and interest in and to the following Intellectual Property (as defined in the Purchase Agreement) (the “**Intellectual Property**”):

(a) the trademark registrations and applications, trade names, domain names and other intellectual property rights set forth on **Schedule 1**, attached 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;

(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 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 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 Intellectual Property 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 necessary to effect, evidence, or perfect the

assignment of the Intellectual Property to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Intellectual Property 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 Intellectual Property. 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 Intellectual Property 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 Intellectual Property 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 Intellectual Property Assignment.

5. Successors and Assigns. This Intellectual Property 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 Intellectual Property 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 Intellectual Property 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 Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

**IN WITNESS WHEREOF**, Seller has duly executed and delivered this Intellectual Property Assignment as of the date first above written.

[Remainder of page intentionally left blank. Signature pages follow.]

**BROWN & BIGELOW, INC.**

DocuSigned by:  
*William D. Smith, Jr.*  
By: \_\_\_\_\_  
Name: William D. Smith, Jr.  
Title: President

**AGREED TO AND ACCEPTED:**

**SCRIBE OPCO, INC.**

DocuSigned by:  
*Peter Harper*  
By: \_\_\_\_\_  
Name: Peter Harper  
Title: Chief Financial Officer

**Schedule 1**

<b>Registered Trademark</b>	<b>USPTO Registration Number</b>
HOTLINE	2363825
CLASSICLINE	2578261
SCENIC AMERICA	1704879
OUR BEAUTIFUL AMERICA	1700492
FAST TRAX	1675061

<b>Domain Name:</b>	www.hotlineproducts.com
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