

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM632910

<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>
AVAD LLC		03/17/2021	Limited Liability Company: DELAWARE
Wave Electronics, Inc.		03/17/2021	Corporation: TEXAS
MSTR Brand, Inc.		03/17/2021	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Surf Opco, LLC		
<b>Street Address:</b>	8648 Glenmont Dr.		
<b>Internal Address:</b>	Suite 130		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6072735	BOXTRAX	
<b>Registration Number:</b>	3562528	AVAD	
<b>Registration Number:</b>	5675455	PROCONNECT	
<b>Registration Number:</b>	4220772	WAVE ELECTRONICS	
<b>Registration Number:</b>	5186731	PROCONNECT	
<b>Registration Number:</b>	3532478	AVAD	
<b>Registration Number:</b>	3555300	AVAD	
<b>Registration Number:</b>	3555301	AVAD	
<b>Registration Number:</b>	3565918	AVAD	
<b>Registration Number:</b>	3593076	AVAD	
<b>Registration Number:</b>	4917219	ELURA	
<b>Registration Number:</b>	4220774	WAVE ELECTRONICS	
<b>Registration Number:</b>	4631232	MSTR BRAND	
<b>Serial Number:</b>	90016725	MSTR	
<b>Serial Number:</b>	87358089	PROFLEX	

CH \$390.00 6072735

**CORRESPONDENCE DATA****Fax Number:** 3128622200

*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.*

**Phone:** 3128622000**Email:** rob.soneson@kirkland.com**Correspondent Name:** Rob Soneson**Address Line 1:** 300 N LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	45233-5-RFS
--------------------------------	-------------

<b>NAME OF SUBMITTER:</b>	Rob Soneson
---------------------------	-------------

<b>SIGNATURE:</b>	/rsoneson/
-------------------	------------

<b>DATE SIGNED:</b>	03/18/2021
---------------------	------------

**Total Attachments: 5**

source=Wave - Trademark Assignment Agreement#page1.tif

source=Wave - Trademark Assignment Agreement#page2.tif

source=Wave - Trademark Assignment Agreement#page3.tif

source=Wave - Trademark Assignment Agreement#page4.tif

source=Wave - Trademark Assignment Agreement#page5.tif

## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "Assignment"), including all schedules attached hereto, is made effective as of the 17th day of March 2021 (the "Effective Date"), by and between Surf Opco, LLC, a Delaware limited liability company ("Assignee"), and AVAD LLC, a Delaware limited liability company ("AVAD"), Wave Electronics, Inc., a Texas corporation ("Wave Electronics") and MSTR Brand, Inc., a Texas corporation ("MSTR"; and together with AVAD, Wave Electronics, collectively, the "Assignors"). Assignee and Assignors may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignors are the owner of the trademarks identified on Exhibit A hereto, including all registrations and applications therefor and all goodwill associated therewith (hereinafter referred to collectively as "Marks").

WHEREAS, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title, and interest in and all goodwill associated with the Marks as Assignee will be the successor to Assignors' business, which is existing and ongoing, and intends to continue with the business thereof and intends to use those Marks that were filed as intent-to-use applications pursuant to the Sale Agreement pursuant to Article 9 of the Uniform Commercial Code dated March 17, 2021 ("Sale Agreement") to which this Assignment is incorporated into.

NOW, THEREFORE, in consideration of Ten Dollars (USD \$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. As of the Effective Date, Assignors hereby sell, assign, transfer, and set over to Assignee all right, title and interest in, to and under the Marks, together with the goodwill associated therewith or symbolized thereby and all common law rights therein or thereto, together with any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under applicable laws, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties, damages, and payments now or hereafter due or payable with respect to any of the foregoing and all causes of action (either in law or in equity) and the right to sue, and recover for past, present, or future infringement, dilution, or other unauthorized use of the Marks assigned to Assignee hereunder.

2. Assignors shall, without further consideration, execute and deliver such additional documents and provide assistance reasonably required or requested by Assignee, its successors and assigns, and their legal representatives (including, without limitation, execution and delivery of any affidavits, declarations, oaths, or other documents as may reasonably be required) to secure, vest, perfect, confirm, record and enforce the rights granted to Assignee under this Assignment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any

way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of the parties hereto.

3. Assignee may record this Assignment with the United States Patent and Trademark Office ("USPTO"), and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.


5. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

[Signatures on following pages]

**ASSIGNEE:**

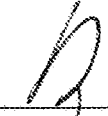
**Surf Opco, LLC,  
a Delaware limited liability company**

By:   
Name: Randall Eason  
Title: Vice President

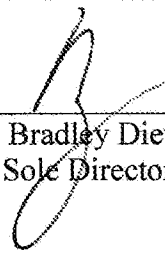
Acknowledged this 17th day of March, 2021

**ASSIGNORS:**


**AVAD LLC**

  
\_\_\_\_\_  
By: Bradley Dietz  
Its: Sole Manager

**WAVE ELECTRONICS, INC.**

  
\_\_\_\_\_  
By: Bradley Dietz  
Its: Sole Director

**MSTR BRAND, INC.**

  
\_\_\_\_\_  
By: Bradley Dietz  
Its: Sole Director

**Schedule A**  
(to Trademark Assignment Agreement)

<b>Logo/Mark</b>	<b>Jurisdiction</b>	<b>Registration No. (or Application No. as indicated)</b>	<b>Class</b>	<b>Owner</b>
Boxtrax	U.S.	6,072,735	9	Wave Electronics, Inc.
MSTR	U.S.	90016725 (application number)	9	MSTR Brand, Inc.
AVAD - US	U.S.	3,562,528	8 & 9	AVAD LLC
ProConnect	U.S.	5,675,455	9	AVAD LLC
WAVE Electronics	U.S.	4,220,772	8 & 15	Wave Electronics, Inc.
<u>PROFLEX</u>	U.S.	<u>87358089</u> (application number)	IC 009. US 021 023 026 036 038	AVAD LLC
<u>PROCONNECT</u>	U.S.	<u>5186731</u>	IC 006. US 002 012 013 014 023 025 050	AVAD LLC
<u>AVAD</u>	U.S.	<u>3532478</u>	IC 035. US 100 101 102	AVAD LLC
<u>AVAD</u>	U.S.	<u>3555300</u>	IC 041. US 100 101 107	AVAD LLC
<u>AVAD</u>	U.S.	<u>3555301</u>	IC 042. US 100 101	AVAD LLC
<u>AVAD</u>	U.S.	<u>3565918</u>	IC 042. US 100 101	AVAD LLC
<u>AVAD</u>	U.S.	<u>3593076</u>	IC 035. US 100 101 102	AVAD LLC
<u>ELURA</u>	U.S.	<u>4917219</u>	IC 009. US 021 023 026 036 038	Wave Electronics, Inc.
<u>WAVE ELECTRONICS</u>	U.S.	<u>4220774</u>	IC 035. US 100 101 102	Wave Electronics, Inc.
<u>MSTR BRAND</u>	U.S.	<u>4631232</u>	IC 009. US 021 023 026 036 038	MSTR Brand, Inc.
PROFLEX	Canada	TMA1029031	IC 006 009 020 035	AVAD, LLC

{9444251: }