

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BTCT Innovations XI, LLC		03/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BTCT Innovations IP Holdings, LLC		
Street Address:	1675 South State St., Suite B		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5974164	KICKSY WHEELS	
Registration Number:	5560940	LASCOOTA	
CORRESPONDENCE DATA			
Fax Number:	5124826859		
<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:	5124826800		
Email:	atxtrademarks@klgates.com		
Correspondent Name:	Stewart N. Mesher		
Address Line 1:	2801 Via Fortuna, Suite 350		
Address Line 4:	Austin, TEXAS 78746		
ATTORNEY DOCKET NUMBER:	2600832.00001		
NAME OF SUBMITTER:	Stewart N. Mesher		
SIGNATURE:	/Stewart N. Mesher/		
DATE SIGNED:	04/05/2021		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made and entered into as of March 29th, 2021, by and among **BTCT Innovations XI, LLC**, a Delaware limited liability company (“**Seller**”), and **BTCT Innovations IP Holdings, LLC**, a Delaware limited liability company, located at 1675 South State St., Suite B, Dover, DE 19901 (“**Buyer**”). Capitalized terms used and not otherwise defined herein have the meanings given to such terms in the Asset Purchase Agreement dated as of the date hereof by and among Seller and Buyer (the “**Purchase Agreement**”).

WHEREAS, Seller Parties represent that they own all rights, title and interest in, to, and under the trademarks and trademark applications listed in Exhibit A (the “**Trademarks**”), together with the goodwill of the business symbolized by the Trademarks;

WHEREAS, pursuant to the Purchase Agreement, Seller Parties have agreed to assign to Buyer all rights, title and interest in, to, and under the Assigned Properties; and

WHEREAS, as a condition to the closing of the transactions contemplated by the Purchase Agreement, Seller Parties and Buyer have agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Purchase Agreement, Seller Parties and Buyer hereby agree as follows:

1. Assignment. Seller Parties hereby irrevocably sell, assign, convey, transfer and deliver unto Buyer, and Buyer hereby accepts from Seller Parties, Seller Parties’ entire right, title and interest in, to and under the Assigned Properties, including, without limitation, all statutory and common law rights therein, together with the goodwill of the business symbolized by and associated with the Assigned Properties, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right and standing to sue for, counterclaim and recover damages for any past, present or future infringement of the Assigned Properties, to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Seller Parties had this Assignment not been made. For avoidance of doubt, this assignment includes all common law rights to the Trademarks and all registration rights conferred by the United States Trademark Office or other foreign governmental agencies, including national trademark offices.

2. Further Assurances; Appointment. From time to time, at the reasonable request of Buyer, Seller Parties shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes set forth in this Assignment. Additionally, each Seller Party hereby appoints Buyer as such Seller Party’s true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in such Seller Party’s name and stead, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to

protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Assigned Properties that may have accrued in Seller Parties' favor from the respective date of first creation of any of the Assigned Properties to the date of this Assignment. The foregoing power is coupled with an interest and as such is irrevocable.

3. No Waiver or Modification; Subject to Purchase Agreement. Nothing contained in this Assignment will be construed as a waiver of or limitation upon any of the rights or remedies of Buyer as set forth in, or arising in connection with, the Purchase Agreement, or any instrument or document delivered by Seller Parties pursuant to the Purchase Agreement. This Assignment is not intended to create any broader obligations of Seller Parties or Buyer than those contemplated in the Purchase Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement will govern and control. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by the terms of a written instrument signed by Seller Parties and Buyer.

4. Headings. The headings contained in this Assignment are included for purposes of convenience only and do not affect the meaning or interpretation of this Assignment.

5. Governing Law. This Assignment is governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

6. Counterparts; Electronic Signatures. This Assignment may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

[Signature pages follow.]

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

BUYER:

BTCT INNOVATIONS IP HOLDINGS, LLC

By: _____
Name: Tim Hughes
Title: Manager

DocuSigned by:
Tim Hughes
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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

SELLER:

BTCT INNOVATIONS XI, LLC

By: _____
Name: Tim Hughes
Title: Manager

DocuSigned by:
Tim Hughes
EA4D75EEAD1248D...

EXHIBIT A

U.S. Trademarks

Serial Number	Reg. Number	Mark	Owner	Status
88/431,716	5/974/164	KICKSY WHEELS	BTCT INNOVATIONS XI, LLC	Registered
87/788,592	5/560/940	LASCOOTA	BTCT INNOVATIONS XI, LLC	Registered