

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639381

<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>
Stray Electrons LLC		01/12/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Voyetra Turtle Beach, Inc.		
<b>Street Address:</b>	44 South Broadway		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	White Plains		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10601		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4782723	BEECASTER	
<b>Registration Number:</b>	4773636	BEELINE	
<b>Registration Number:</b>	4946668	BEEKEEPER	
<b>Registration Number:</b>	2898720	BUMBLE BEE	
<b>Registration Number:</b>	4773628	BUMBLEBEE	
<b>Serial Number:</b>	87778735	CREO	
<b>Serial Number:</b>	87778752	E ELEMENTS	
<b>Serial Number:</b>	87778738	E ELEMENTS AIR	
<b>Serial Number:</b>	87778746	E ELEMENTS EARTH	
<b>Serial Number:</b>	87778715	E ELEMENTS FIRE	
<b>Serial Number:</b>	87778727	MIVOICE	
<b>Registration Number:</b>	4822650	N NEAT MICROPHONES	
<b>Registration Number:</b>	5051245	NEAT KING BEE	
<b>Registration Number:</b>	4937204	NEAT WIDGET	
<b>Serial Number:</b>	90063156	SKYLINE	
<b>Serial Number:</b>	90063162	SKYLINE	
<b>Registration Number:</b>	4773635	WORKER BEE	

CH \$440.00 4782723

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

*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:** 2136201780  
**Email:** laipdocketing@sheppardmullin.com  
**Correspondent Name:** Sheppard Mullin Richter & Hampton LLP  
**Address Line 1:** 333 South Hope Street, 43rd Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>NAME OF SUBMITTER:</b>	Susan Hwang
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<b>SIGNATURE:</b>	/Susan Hwang/
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<b>DATE SIGNED:</b>	04/14/2021
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), dated as of January 12, 2021, is made by Stray Electronics LLC, a California limited liability company located at 29146 Wagon Road, Agoura Hills, California 91301 (“**Seller**”), in favor of Voyetra Turtle Beach, Inc., a Delaware corporation located at 44 South Broadway, 4th Floor, White Plains, New York 10601 (“**VTB**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, by and among Seller, TBC Holding Company, a Delaware limited liability company and wholly-owned subsidiary of VTB (“**Buyer**”), Bernard “Skipper” Wise, David Angress, Mārtiņš Saulespurēns, Ken Niles and Clayton Harrison (the “**Purchase Agreement**”).

**WHEREAS**, Buyer and Seller have entered into the Purchase Agreement, pursuant to which, among other things, Seller has conveyed, transferred, and assigned to VTB (at Buyer’s direction), 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**, in consideration of the mutual covenants contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. **Assignment**. Seller hereby irrevocably conveys, transfers, and assigns to VTB, and VTB hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1(a) hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 1(b) 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 any United States intent-to-use trademark applications set forth on Schedule 1(b) hereto, 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 domain names set forth on Schedule 1(c) and all renewals thereof (the “**Domains**”), together with the goodwill of the business connected with the use of, and symbolized by, the Domains

(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 and Further Actions. Seller hereby authorizes the Commissioner for Patents and 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 IP Assignment upon request by VTB. Following the date hereof, upon VTB's request, Seller shall take such steps and actions, and provide such cooperation and assistance to VTB 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 IP to VTB, or any assignee or successor thereto.

3. 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 VTB with respect to the Assigned IP. 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 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 email 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.

5. 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.

6. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this IP Assignment, and all claims and disputes arising hereunder or in connection herewith, whether purporting to be sound in contract or tort, or at law or in equity, will be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

[Signature Page Follows]

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

**SELLER**

STRAY ELECTRONICS LLC

By: David Angress  
Name: David Angress  
Title: Chairman

By: Bernard "Skipper" Wise  
Name: Bernard "Skipper" Wise  
Title: President

**VTB**

VOYETRA TURTLE BEACH, INC.

By: \_\_\_\_\_  
Name: Juergen Stark  
Title: Chief Executive Officer

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

**SELLER**

STRAY ELECTRONICS LLC

By: \_\_\_\_\_  
Name: David Angress  
Title: Chairman

By: \_\_\_\_\_  
Name: Bernard "Skipper" Wise  
Title: President

**VTB**

VOYETRA TURTLE BEACH, INC.

By:  \_\_\_\_\_  
Name: Juergen Stark  
Title: Chief Executive Officer

**SCHEDULE 1(b)**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Reg or App Date</b>	<b>Status</b>
Beecaster	BR	907156835	907156835	09/27/2016	Registered
Beecaster	CN	13734996	13734996	02/28/2015	Registered
Beecaster	EM	012429486	012429486	06/23/2014	Registered
Beecaster	IN	2653265	2653265	08/31/2016	Registered
Beecaster	JP	2013098535	5664972	04/18/2014	Registered
Beecaster	US	86/143,284	4,782,723	07/28/2015	Registered
Beehive	BR	907159990	907159990	09/27/2016	Registered
Beehive	CN	17557536	17557536	12/07/2016	Registered
Beehive	EM	012429601	012429601	05/30/2014	Registered
Beehive	IN	2643272	2643272	08/11/2016	Registered
Beehive	JP	2013098543	5731474	01/09/2015	Registered
Beekeeper	BR	907156860	907156860	09/27/2016	Registered
Beekeeper	CN	13734992	13734992	03/07/2015	Registered
Beekeeper	EM	012429536	012429536	05/13/2014	Registered
Beekeeper	IN	2643268	2643268	08/31/2016	Registered
Beekeeper	JP	2013098538	5667961	05/09/2014	Registered
Beekeeper	US	86/144,011	4,946,668	04/26/2016	Registered
Beeline	BR	907156886	907156886	07/10/2018	Registered
Beeline	CN	13734990	13734990	04/21/2015	Registered
Beeline	IN	2643270	2643270	08/31/2016	Registered
Beeline	US	86/144,015	4,773,636	07/14/2015	Registered
Beestro	BR	907159966	907159966	09/27/2016	Registered
Beestro	CN	13734989	13734989	03/14/2015	Registered
Beestro	EM	012429593	012429593	07/02/2014	Registered
Beestro	IN	2643271	2643271	08/31/2016	Registered
Beestro	JP	2013098542	5668468	05/09/2014	Registered
Bumble Bee	US	76/491,210	2,898,720	11/02/2004	Registered
Bumblebee	BR	907142168	907142168	12/20/2016	Registered

Bumblebee	EM	012429429	012429429	07/02/2014	Registered
Bumblebee	IN	2643263	2643263	12/16/2013	Registered
Bumblebee	JP	2013098549	5666267	04/25/2014	Registered
Bumblebee	US	86/141,986	4,773,628	06/14/2015	Registered
Creo (Logo)	US	87778735	N/A	1/31/2018	Pending
Elements (Logo)	US	87778752	N/A	01/31/2018	Abandoned
Elements Air (Logo)	US	87778738	N/A	01/31/2018	Abandoned
Elements Earth (Logo)	US	87778746	N/A	01/31/2018	Abandoned
Elements Fire (Logo)	US	87778715	N/A	01/31/2018	Pending
King Bee	BR	907156851	907156851	09/27/2016	Registered
King Bee	EM	012429511	012429511	07/02/2014	Registered
King Bee	IN	2643267	2643267	08/26/2016	Registered
King Bee	JP	2013098537	5664974	04/18/2014	Registered
Math	BR	907160026	907160026	09/27/2016	Registered
Math	CN	13734987	13734987	02/28/2015	Registered
Math	EM	012429619	012429619	07/31/2014	Registered
Math	IN	2643273	2643273	12/16/2013	Registered
Math	JP	2013098544	5704035	09/19/2014	Registered
MiVoice	US	87778727	N/A	01/22/2018	Pending
N Neat Microphones Design	US	86/022,804	4,822,650	09/29/2015	Registered
Neat	BR	907135960	907135960	09/06/2016	Registered
Neat	CN	13723578A	13723578A	05/28/2015	Registered
Neat	JP	2013098096	5666263	04/25/2014	Registered
Neat Beeline	JP	2013098541	5664975	04/18/2014	Registered
Neat Bumblebee	CN	13734981	13734981	02/28/2015	Registered
Neat King Bee	CN	13734993	13734993	02/28/2015	Registered
Neat King Bee	US	86/792,890	5,051,245	09/27/2016	Registered
Neat Muse	BR	907160107	907160107	09/27/2016	Registered
Neat Muse	CN	13734983	13734983	02/28/2015	Registered



Neat Muse	EM	012429668	012429668	06/08/2017	Registered
Neat Muse	IN	2643277	2643277	08/31/2016	Registered
Neat Muse	JP	2013098548	5666266	04/25/2014	Registered
Neat Widget	CN	13734985	13734985	02/28/2015	Registered
Neat Widget	EM	012429643	012429643	07/30/2014	Registered
Neat Widget	IN	2643275	2643275	08/31/2016	Registered
Neat Widget	JP	2013098546	5666265	04/25/2014	Registered
Neat Widget	US	86/144,203	4,937,204	04/12/2016	Registered
Skyline	US	90/063,156			Pending
Skyline Logo	US	90/063,162			Pending
Worker Bee	BR	907156843	907156843	09/27/2016	Registered
Worker Bee	EM	012429502	012429502	05/13/2014	Registered
Worker Bee	IN	2643266	2643266	12/16/2013	Registered
Worker Bee	JP	2013098536	5664973	04/18/2014	Registered
Worker Bee	US	86/144,008	4,773,635	07/14/2015	Registered