

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM636957

<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>
BTCT Innovations X, LLC		03/29/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BTCT Innovations IP Holdings, LLC		
<b>Street Address:</b>	1675 South State St., Suite B		
<b>City:</b>	Dover		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19901		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5535171	INEFFABLE CARE	
<b>Registration Number:</b>	5535172	INVOSPA	
<b>Registration Number:</b>	5390714	RAPID BEARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	5124826800		
<b>Email:</b>	atxtrademarks@klgates.com		
<b>Correspondent Name:</b>	Stewart N. Mesher		
<b>Address Line 1:</b>	2801 Via Fortuna, Suite 350		
<b>Address Line 4:</b>	Austin, TEXAS 78746		
<b>ATTORNEY DOCKET NUMBER:</b>	2600832.00001		
<b>NAME OF SUBMITTER:</b>	Stewart N. Mesher		
<b>SIGNATURE:</b>	/Stewart N. Mesher/		
<b>DATE SIGNED:</b>	04/05/2021		
<b>Total Attachments: 5</b>			
source=SIGNED assignment from BTCT Innovations X LLC to BTCT Innovations IP Holdings LLC.docx#page1.tif			
source=SIGNED assignment from BTCT Innovations X LLC to BTCT Innovations IP Holdings LLC.docx#page2.tif			

CH \$90.00 5535171

source=SIGNED assignment from BTCT Innovations X LLC to BTCT Innovations IP Holdings LLC.docx#page3.tif  
source=SIGNED assignment from BTCT Innovations X LLC to BTCT Innovations IP Holdings LLC.docx#page4.tif  
source=SIGNED assignment from BTCT Innovations X LLC to BTCT Innovations IP Holdings LLC.docx#page5.tif

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made and entered into as of March 29<sup>th</sup>, 2021, by and among **BTCT Innovations X, 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*  
EA4D75EEAD1248D...

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

**SELLER:**

**BTCT INNOVATIONS X, LLC**

By: \_\_\_\_\_  
Name: Tim Hughes  
Title: Manager

DocuSigned by:  
*Tim Hughes*  
EA4D75EEAD1248D...

**EXHIBIT A**

**U.S. Trademarks**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Mark</b>	<b>Owner</b>	<b>Status</b>
87/741,780	5,535,171	INEFFABLE CARE	BTCT INNOVATIONS X, LLC	Registered
87/741,781	5,535,172	INVOSPA	BTCT INNOVATIONS X, LLC	Registered
87/499,502	5,390,714	RAPID BEARD	BTCT INNOVATIONS X, LLC	Registered