

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM659754

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Franklin Capital Holdings LLC		05/13/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RetroBrands USA, LLC		
<b>Street Address:</b>	1771 Blount Road		
<b>Internal Address:</b>	Suite 203		
<b>City:</b>	Pompano Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33069		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88469813	DASH	
<b>Serial Number:</b>	88443254	DASH	
<b>Registration Number:</b>	6060530	DASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125777007		
<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>	13125777000		
<b>Email:</b>	jtnabo@fitcheven.com		
<b>Correspondent Name:</b>	Joseph T. Nabor		
<b>Address Line 1:</b>	120 S. LASALLE STREET		
<b>Address Line 2:</b>	SUITE 2100		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Joseph T. Nabor		
<b>SIGNATURE:</b>	/Joseph T. Nabor/		
<b>DATE SIGNED:</b>	07/13/2021		
<b>Total Attachments: 2</b>			
source=Inventel Franklin Retrobrands Executed Settle Term Sheet 05.13.21 (redacted)#page1.tif			

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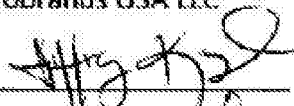

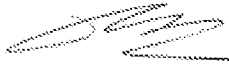


## SETTLEMENT TERM SHEET

This term sheet sets forth the principal terms for the settlement agreed to by Retrobrands USA, LLC ("Retrobrands"), and Inventel.TV, LLC, Inventel Products, LLC and Yasir Abdul (collectively "Inventel"); all parties hereto are collectively referred to as the "Parties" as of this 13<sup>th</sup> day of May, 2021.

1. Inventel will pay [REDACTED] to Retrobrand's counsel's attorney trust account, to be held in escrow, which funds shall be released to Retrobrands upon the following:
  - a. Immediately upon the wiring of the [REDACTED] to the account for Retrobrand's counsel's attorney trust account, Retrobrand's counsel will file a withdrawal of its objections with the Morris County Court and a letter of support advising the Court that Inventel and Retrobrands have resolved all of their disputes including the Florida litigation described below and that Retrobrands supports the sale by the Assignee.
  - b. Immediately upon the wiring of the [REDACTED] to the account for Retrobrand's counsel's attorney trust account, Retrobrand's counsel will promptly file a stipulation of dismissal with prejudice of the matter in US Dist. Ct. SD FL - 0:20-cv-61582-RAR.
2. Upon the completion of both 1a and 1b, Franklin Capital will immediately release all security interests and/or liens on the trademark applications and the trademark registration in Inventel's name which relate to the Dash and Mr. Microphone licensing agreements between Retrobrands and Inventel.
3. Inventel and Inventel.TV may, prior to January 1, 2022, sell all Retrobrands inventory currently held by Inventel and retain all sale proceeds, and Inventel will not order or manufacture additional inventory from Retrobrands during the sale period.
4. On January 2, 2022, Inventel.TV will use a neutral third party to destroy all remaining inventory; Inventel will cancel all UPCs for the unsold Retrobrands inventory; Inventel will shut down websites dedicated to the Dash and Mr. Microphone products and will remove the Dash and Mr. Microphone products from its Amazon page and any other websites it owns or controls. In the event it breaches these obligations, the Inventel.TV will pay Retrobrands' reasonable costs and attorney's fees incurred in connection with enforcing the obligations.
5. Except as provided in pa4 4, above, all Parties, on behalf of themselves and their owners, officers, employees, agents, affiliated entities and successors in interest, forever release and waive any and all claims of any nature whatsoever arising out of any of the transactions between Inventel, Inventel.TV and Retrobrands that either of the Parties, their owners, officers, employees, agents, affiliated entities and successors in interest may have against each other.

6. The Parties agree to execute such additional documents as may be reasonably requested to effectuate the settlement and resolution contemplated by this Settlement Term Sheet.

Retrobrands USA LLC By:  Its <u>President</u>	Inventel Products LLC By: <u>Yasir Abdul</u> Its <u>President</u>
Yasir Abdul 	Franklin Capital Holdings LLC (as to paragraph 2, only) By:  Its: <u>Executive Vice President</u>