

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shipsi, Inc		07/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Auctane LLC		
Street Address:	3800 N. Lamar Blvd.,		
Internal Address:	220		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78756		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5898495	SHIPSI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4022182106		
Email:	trademark@hilgersgraben.com		
Correspondent Name:	Mary Ann Novak		
Address Line 1:	1320 Lincoln Mall		
Address Line 2:	Suite 202		
Address Line 4:	Lincoln, NEBRASKA 68521		
NAME OF SUBMITTER:	Mary Ann Novak		
SIGNATURE:	/Mary Ann Novak/		
DATE SIGNED:	07/22/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the “**Agreement**”), effective as of July 13, 2021 (the “**Effective Date**”), is made by Auctane LLC, a Texas limited liability company (“**Buyer**”), and ShipSI, Inc., a Delaware corporation (“**Seller**”).

WHEREAS, Buyer and Seller have entered into a certain Asset Purchase Agreement, dated as of July 13, 2021 (the “**Asset Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to assign, transfer, convey, and deliver to Buyer, and Buyer has agreed to acquire from Seller, all of Seller’s rights, title, and interests in, to, and under the trademarks set forth on Schedule A hereto, and applications and registrations related thereto (collectively, the “**Purchased Trademarks**”); and

WHEREAS, Seller agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Asset Purchase Agreement.

2. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably assigns, transfers, conveys and delivers to Buyer, and Buyer hereby acquires from Seller, all of Seller’s right, title, and interest in, to, and under the Purchased Trademarks, including the following:

(a) all (i) Purchased Trademarks and all associated goodwill, and (ii) trademarks underlying the trademark registrations and applications set forth on Schedule A and all associated goodwill; and

(b) 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, 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.

3. **Recordation and Further Actions.** Seller hereby authorizes 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 Agreement upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Purchased Trademarks to Buyer, or any assignee or successor thereto.

4. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.


6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Buyer and Seller have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

SELLER:

SHIPSI, Inc., a Delaware corporation

By:  _____

Name: Chelsie Lee

Title: CEO

AGREED TO AND ACCEPTED:

BUYER:

AUCTANE LLC, a Texas limited liability company

DocuSigned by:
Nathan Jones

By: _____
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Name: Nathan Jones

Title: CEO

SCHEDULE A

Purchased Trademarks

<u>Trademark</u>	<u>Registration / Serial No.</u>	<u>Country</u>
SHIPSI	5,898,495	USA