

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM677729

<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>
Online Tech Stores, LLC		02/01/2018	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Online Tech Stores, LLC		
<b>Street Address:</b>	5440 Reno Corporate Drive		
<b>City:</b>	Reno		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89511		
<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>	4474297	SUPPLIESOUTLET.COM QUALITY PRINTER SUPPL	
<b>Registration Number:</b>	4857554	SUPPLIES WHOLESALERS THE CARTRIDGE EXPER	
<b>Registration Number:</b>	4810358	ONLINETECHSTORES.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7343722940		
<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>	7343722933		
<b>Email:</b>	trademarks@varnumlaw.com		
<b>Correspondent Name:</b>	Staci R. DeRegnaucourt		
<b>Address Line 1:</b>	101 N. Main Street		
<b>Address Line 2:</b>	Suite 525		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Staci R. DeRegnaucourt		
<b>SIGNATURE:</b>	/Staci R. DeRegnaucourt/		
<b>DATE SIGNED:</b>	09/29/2021		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "IP Assignment") is entered into as of February 1, 2018, by and between ONLINE TECH STORES, LLC, a Tennessee limited liability company ("Seller") and ONLINE TECH STORES, LLC, a Delaware limited liability company ("Buyer").

### Background

The parties hereto are parties to that certain Asset Purchase Agreement, dated as of February 1, 2018 (as the same may be amended, modified or supplemented, the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. Pursuant to the Purchase Agreement Seller has agreed to sell, assign, transfer, and convey to Buyer, among other assets, the Intellectual Property Assets and has agreed to execute and deliver this IP Assignment for recording with governmental authorities, including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

### Agreement

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, pursuant to the Purchase Agreement, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to any and all of the following in any jurisdiction throughout the world (the "Assigned IP"): all intellectual property and industrial property rights, and other similar proprietary rights, and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws, treaty or convention of any jurisdiction throughout the world, whether registered (including registrations listed on Exhibit A) or unregistered, including any and all:

(a) trademarks, service marks, trade names (including without limitation the names "Online Tech Stores", "Supplies Outlet", and "Supplies Wholesalers", together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing), brand names, corporate names, logos, slogans, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing;

(b) internet domain names, including without limitation, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and the rights of privacy and publicity, and URLs;

(c) works of authorship, compilations, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights;

(d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, formulas, methods, processes, data collections and other confidential and proprietary information and all rights therein;

(e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models);

(f) software and firmware, including data files, database data, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation;

(g) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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 authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that 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 to be one and the same agreement. A signed copy of this IP Assignment 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 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. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in

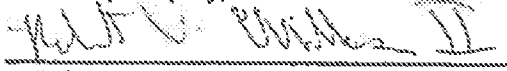
accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*[Signature page to follow]*

WHEREOF, the parties hereto have signed this Intellectual Property Assignment Agreement as of the date first above written.

Seller:

ONLINE TECH STORES, LLC, a Tennessee  
limited liability company,

By: 

Name: Robert V. Wilmes, II

Title: President

[Signature Page to Intellectual Property Assignment Agreement]

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TRADEMARK  
REEL: 007436 FRAME: 0485

Buyer:

ONLINE TECH STORES, LLC, a Delaware  
limited liability company

By: 

Name: Martin Stein

Title: Manager

[Signature Page to Intellectual Property Assignment Agreement]

**EXHIBIT A**  
Assigned Intellectual Property Registrations

Mark	Date Registered	Registration Number	Country
The words "Supplies (in red) Outlet.com (in black)" and underneath the words "Quality Printer Supplies At Outlet Prices!" (in blue underlined by a black tag line followed by four dots in blue, pink, yellow and black)"	01/28/14	4,474,297	USA
SUPPLIES WHOLESALERS THE CARTRIDGE EXPERTS	11/24/15	4,857,554	USA
ONLINETECHSTORES.COM	9/8/2015	4,810,358	USA