

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fox Enterprises		09/30/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Abracon, LLC		
Street Address:	5101 Hidden Creek Lane		
City:	Spicewood		
State/Country:	TEXAS		
Postal Code:	78669		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2260225	FOX ELECTRONICS	
Registration Number:	2260226	FOX	
Registration Number:	2261901	FOX ELECTRONICS	
Registration Number:	2330526		
Registration Number:	2363798	FOX ONLINE	
Registration Number:	2437896	FOX	
Registration Number:	3162083	FOX ELECTRONICS	
Registration Number:	5978878	FOX SELECT	
Registration Number:	5978879	FOX SELECT	
Serial Number:	88514449	PEPP	
Serial Number:	88514472	PIXEL	
Serial Number:	88514492	PROJECTOR	
Serial Number:	88701177	PIXTAL	
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:	5127704234		
Email:	DWTrademarks@dickinson-wright.com		
TRADEMARK			

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Correspondent Name: Alison D. Frey
Address Line 1: 607 W. 3rd Street
Address Line 2: Suite 2500
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER: 074918-00005

NAME OF SUBMITTER: Alison Frey/

SIGNATURE: /Alison Frey/

DATE SIGNED: 10/04/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”) is effective as of the date of the last signature below (the “**Effective Date**”), and is made by and between Abracon, LLC, a California limited liability company (“**Assignee**”), and Fox Enterprises LLC, a Florida limited liability company (“**Assignor**”).

Whereas, Assignee recently acquired all of the membership shares of Assignor; and

Whereas, Assignee intends to wind down Assignor and is shifting all of Assignor’s assets to Assignee in advance of same, including Assignor’s intellectual property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

(a) the trademarks that are used in the conduct of Assignor’s business (“Marks”), which include, but are not limited to the trademarks set forth on Schedules A-E hereto, together with the goodwill connected with the use of the Marks and symbolized thereby, any pending applications or registrations for the Marks, and all issuances, extensions and renewals thereof;

(b) any and all copyrights relating to the Content;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) 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

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. **Payment.** In addition to other consideration, Assignee will pay Assignor a fee of ten U.S. dollars (\$10.00) in exchange for the registrations on Schedules C and E.

3. **Recordation and Further Actions.** Assignor authorizes the Commissioner for Trademarks, the Register of Copyrights and any other governmental officials to record and register

this IP Assignment upon request by Assignee. Assignor 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 Assignee, or any assignee or successor thereto.

4. **Signatures; Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered by facsimile, e-mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) 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.

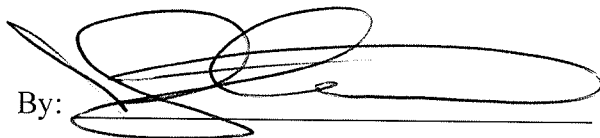
5. **Successors and Assigns.** This IP Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Choice of Law.** This IP Assignment shall be interpreted and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws or principles that might refer the governance or construction of this IP Assignment to the law of another jurisdiction.

IN WITNESS WHEREOF, the Assignee and Assignor have executed this Agreement as of the Effective Date.

ASSIGNOR

FOX ENTERPRISES, LLC

By: 

Name: Michael Calabria

Title: MANAGING MEMBER

Date: 9/30/21

ASSIGNEE

ABRACON, LLC

By: Rosa Calabria

Name: ROSA Calabria

Title: CFO

Date: 9/29/21

Schedule A
U.S. Trademarks

Country	Status	App. No.	Filing Date	Reg. No.	Issue/Registration Date	Application Title/Trademark Name
US	Registered	75/241657	13-Feb-1997	2260225	13-Jul-1999	FOX ELECTRONICS
US	Registered	75/243213	18-Feb-1997	2260226	13-Jul-1999	FOX with design of fox head
US	Registered	75/256063	11-Mar-1997	2261901	20-Jul-1999	FOX ELECTRONICS
US	Registered	75/260929	20-Mar-1997	2330526	21-Mar-2000	Miscellaneous design
US	Registered	75/543331	26-Aug-1998	2363798	4-Jul-2000	FOXONLINE
US	Registered	75/545188	31-Aug-1998	2437896	27-Mar-2001	FOX
US	Registered	78/678683	26-Jul-2005	3162083	24-Oct-2006	FOX ELECTRONICS and design
US	Registered	87/911935	8-May-2018	5978878	4-Feb-2020	FOXSELECT
US	Registered	87/911965	8-May-2018	5978879	4-Feb-2020	FOXSELECT & design (black & white)
US	To be Abd	88/514449	15-Jul-2019			PEPP
US	Pending - suspended	88/514472	15-Jul-2019			PIXEL
US	To be Abd	88/514492	15-Jul-2019			PROJECTOR
US	Pending	88/701177	21-Nov-2019			PIXTAL

Schedule B
China Trademarks

Country	Status	App. No.	Filing Date	Reg. No.	Issue/Registration Date	Application Title/Trademark Name
CN	Registered	3197997	3-Jun-2002	3197997	14-Aug-2003	FOX and Design (FOX with Design of Fox Head)
CN	Registered	3525039	14-Apr-2003	3525039	21-Oct-2004	Design of Fox Head
CN	Registered	3525231	14-Apr-2003	3525231	21-Oct-2004	FOX
CN	Registered	3525232	14-Apr-2003	3525232	21-Oct-2004	FOX ELECTRONICS
CN	Registered	3525233	14-Apr-2003	3525233	21-Oct-2004	JITO
CN	Registered	3525032	14-Apr-2003	3525032	7-Dec-2004	FOX
CN	Registered	3525030	14-Apr-2003	3525030	7-Dec-2004	FOXONLINE
CN	Registered	3525238	14-Apr-2003	3525238	7-Jan-2005	Design of Fox Head
CN	Registered	3525230	14-Apr-2003	3525230	7-Jan-2005	FOX
CN	Registered	3525031	14-Apr-2003	3525031	7-Jan-2005	FOXONLINE

Schedule C
EU Trademarks

Country	Status	App. No.	Filing Date	Reg. No.	Issue/Registration Date	Application Title/Trademark Name
EM	Registered	001258375	28-Jul-1999	001258375	17-Oct-2000	FOX and Design (FOX with design of Fox Head)
EM	Registered	001249226	21-Jul-1999	001249226	26-Sep-2000	FOXONLINE

Schedule D
Taiwan Trademarks

Country	Status	App. No.	Filing Date	Reg. No.	Issue/Registration Date	Application Title/Trademark Name
TW	Registered	092016069	3-Apr-2003	01090921	1-Apr-2004	FOX and Design (FOX with design of Fox Head)

Schedule E
UK Trademarks

Country	Status	App. No.	Filing Date	Reg. No.	Issue/Registration Date	Application Title/Trademark Name
GB	Registered	901258375	28-Jul-1999	901258375	17-Oct-2000	FOX and Design (FOX with design of Fox Head)
GB	Registered	901249226	21-Jul-1999	901249926	26-Sep-2000	FOXONLINE