

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZAGG Inc		12/30/2021	Corporation: DELAWARE
ZAGG Hampton LLC		12/30/2021	Limited Liability Company: DELAWARE
ZAGG International Distribution Limited Company		12/30/2021	private company limited by shares: IRELAND
HALO2Cloud, LLC		12/30/2021	Limited Liability Company: DELAWARE
HALO Holdings USA LLC		12/30/2021	Limited Liability Company: DELAWARE
HALO International SEZC Ltd		12/30/2021	company limited by shares: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Bollinger Industries, Inc.		
Street Address:	5650 Alliance Gateway Freeway		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76177		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Serial Number:	85459319	H	
Serial Number:	85875025	HALO2CLOUD.COM	
Serial Number:	85898961	HALO HALO2CLOUD.COM	
Serial Number:	85898912	CHARGE IT CHARGE ME	
Serial Number:	85956072	HALO POCKET POWER STARLIGHT	
Serial Number:	85956095	STARLIGHT	
Serial Number:	85980731	HALO	
Serial Number:	85980730	HALO	
Serial Number:	85459212	HALO	
Serial Number:	85459271	HALO	
Serial Number:	85670567	HALO	

CH \$1090.00 85459319

Property Type	Number	Word Mark
Serial Number:	85670545	HALO
Serial Number:	86437284	H
Serial Number:	86975148	GLOW
Serial Number:	86304191	HALO POCKET POWER
Serial Number:	86304230	HALO POCKET POWER
Serial Number:	86304256	HALO POCKET POWER
Serial Number:	86129392	MAGIC SCANNER
Serial Number:	86145694	HALO MAGIC SCANNER
Serial Number:	86797698	HALOGUARD
Serial Number:	86292206	POWER WALLET
Serial Number:	87181648	H
Serial Number:	87182813	HALO GUARD H2O
Serial Number:	87182900	HALO GUARD DROP SAFE
Serial Number:	87181727	HALO BOLT ACDC
Serial Number:	87181766	HALO BOLT ACDC
Serial Number:	87182871	HALO GUARD RFID
Serial Number:	87182885	RFID
Serial Number:	87182924	HALO GUARD TECH MESH
Serial Number:	87182935	
Serial Number:	87182830	
Serial Number:	87181492	HALO
Serial Number:	87181517	HALO
Serial Number:	87182914	
Serial Number:	86412530	HALO BOLT
Serial Number:	87476488	HALO MAGIC POWER CUBE
Serial Number:	87476498	MAGIC POWER CUBE
Serial Number:	87671005	HALO
Serial Number:	87671157	HALO WIRELESS
Serial Number:	87687855	POWERGLOW
Serial Number:	86437189	HALO
Serial Number:	86437252	HALO
Serial Number:	86980849	POWERED BY HALO

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: P.O. BOX 2828
Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER: 17543408

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 02/16/2022

Total Attachments: 14

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is entered into as of December 30, 2021 (the “Effective Date”), by and among ZAGG Inc, a Delaware corporation, ZAGG Hampton LLC, a Delaware limited liability company, ZAGG International Distribution Limited, an Ireland private company limited by shares, HALO2Cloud, LLC, a Delaware limited liability company, HALO Holdings USA LLC, a Delaware limited liability company, and HALO International SEZC Ltd, a Cayman Islands company limited by shares (collectively, “Assignors”), on the one hand, and Bollinger Industries, Inc., a Delaware corporation (“Assignee”), on the other. Assignors and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “APA”), pursuant to which Assignee has agreed to purchase certain assets, including all trademarks, service marks, trade names, service names, trade dress, together with the goodwill exclusively associated with any of the foregoing, and all applications, registrations and renewals thereof (collectively, the “Trademarks”) included in the HALO Owned Intellectual Property, including, but not limited to, the Trademarks listed in Exhibit A (the “HALO Trademarks”);

WHEREAS, Assignors and Assignee are executing and delivering this Trademark Assignment in connection with and as a condition to the consummation of the transactions contemplated by the APA and to effectuate the assignment of the HALO Trademarks pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the APA, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed thereto in the APA.

2. Trademark Assignment. Assignors hereby sell, convey, assign, transfer and deliver to Assignee their entire right, title and interest in and to the HALO Trademarks and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with the portion of the business to which the HALO Trademarks pertain, and all goodwill, benefits, privileges and remedies associated therewith, the right to apply for and maintain all registrations, renewals, and/or extensions thereof, the right to grant licenses or other interests therein, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution thereof.

3. Recordation. Assignors hereby authorize and request the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including domain name registrar) in the jurisdictions in which the HALO Trademarks are assigned, to record Assignee as the owner of the HALO Trademarks assigned hereunder, and to issue any and all HALO

Trademarks assigned hereunder to Assignee, as assignee of Assignors' entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Trademark Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the HALO Trademarks assigned hereunder.

4. Cooperation. Assignors agree to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Trademark Assignment.

5. Subject to APA. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the APA in any manner whatsoever. This Trademark Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the APA. In the event of any conflict or other difference between the APA and this Trademark Assignment, the provisions of the APA shall prevail and govern. Nothing in this Trademark Assignment shall alter any representations, warranties, covenants or indemnifications contained in the APA.

6. Governing Law. This Trademark Assignment (including any claim or controversy arising out of or relating to this Trademark Assignment) shall be governed by and construed in accordance with the laws of 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) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

7. Successors and Assigns. This Trademark Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

8. Amendment and Modification; Waiver. This Trademark Assignment may be amended, modified or supplemented only by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Trademark Assignment, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Trademark Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

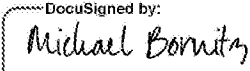
9. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission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

[Signature Page Follows]

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

ASSIGNEE:

BOLLINGER INDUSTRIES, INC.

By: 
Name: Michael Bornitz
Title: Vice President

ASSIGNORS:

ZAGG INC

By: _____
Name: Chris Ahern
Title: President and Chief Executive Officer

ZAGG HAMPTON LLC

By: ZAGG Inc, its Sole Member

By: _____
Name: Chris Ahern
Title: President and Chief Executive Officer

ZAGG INTERNATIONAL DISTRIBUTION LIMITED COMPANY

By: _____
Name: Gavin Slevin
Title: Managing Director

HALO2CLOUD, LLC

By: ZAGG Hampton LLC, its Sole Member

By: ZAGG Inc, its Sole Member

By: _____
Name: Chris Ahern
Title: President and Chief Executive Officer

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

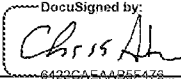
ASSIGNEE:

BOLLINGER INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

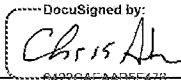
ASSIGNORS:

ZAGG INC

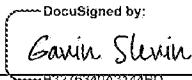
By:  _____
Name: Chris Ahern
Title: President and Chief Executive Officer

ZAGG HAMPTON LLC

By: ZAGG Inc, its Sole Member

By:  _____
Name: Chris Ahern
Title: President and Chief Executive Officer

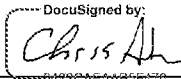
ZAGG INTERNATIONAL DISTRIBUTION LIMITED COMPANY

By:  _____
Name: Gavin Slevin
Title: Managing Director

HALO2CLOUD, LLC

By: ZAGG Hampton LLC, its Sole Member

By: ZAGG Inc, its Sole Member

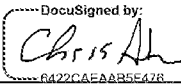
By:  _____
Name: Chris Ahern
Title: President and Chief Executive Officer

HALO HOLDINGS USA LLC

By: Halo2Cloud, LLC, its Sole Member

By: ZAGG Hampton LLC, its Sole Member

By: ZAGG Inc, its Sole Member

By: 
Name: Chris Ahern
Title: President and Chief Executive Officer

HALO INTERNATIONAL SEZC LTD

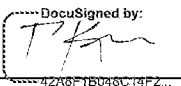



By: 
Name: Patrick Keenan
Title: Director

Exhibit A

Trademarks





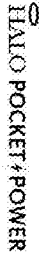

(See attached)


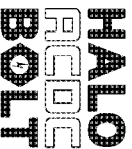

Trademarks





No.	Country	Mark	Appl'n No.	Filing Date	Reg. No.	Reg. Date	Status	Owner	Instr. to Abandon
1	United States	H & Design (Class 09) 	85/459,319	10/28/2011	4,244,626	11/20/2012	Registered; Renewed	Zagg ¹²	Yes
2	United States	HALO2CLOUD.COM (Class 11)	85/875,025	03/13/2013	4,431,808	11/12/2013	Registered; Renewed	Zagg ¹²	Yes
3	United States	HALO & Cloud Design (Class 11) 	85/898,961	04/09/2013	4,432,534	11/12/2013	Registered; Renewed	Zagg ¹²	Yes
4	United States	CHARGE IT CHARGE ME (Class 09)	85/898,912	04/09/2013	4,439,702	11/26/2013	Registered; Renewed	Zagg ¹²	Yes
5	United States	HALO POCKET POWER STARLIGHT (Class 11)	85/956,072	06/11/2013	4,440,324	11/26/2013	Registered; Renewed	Zagg ¹²	Yes
6	United States	STARLIGHT (Class 11)	85/956,095	06/11/2013	4,440,325	11/26/2013	Registered; Renewed	Zagg ¹²	Yes
7	United States	HALO & Design (Class 11) 	85/980,731	03/13/2013	4,635,273	11/11/2014	Registered; Renewed	Zagg ¹²	No
8	United States	HALO (Class 11)	85/980,730	03/13/2013	4,635,274	11/11/2014	Registered; Renewed	Zagg ¹²	No
9	United States	HALO (Class 09)	85/459,212	10/28/2011	4,706,064	03/24/2015	Registered; Renewed	Zagg ¹²	No

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10	United States	HALO & Design (Class 09) 	85/459,271	10/28/2011	4,706,065	03/24/2015	Registered; Renewed	Zagg ¹²	No
11	United States	HALO & Design (Class 35) 	85/670,567	07/06/2012	4,714,570	04/07/2015	Registered; Renewed	Zagg ¹²	No
12	United States	HALO (Class 35)	85/670,545	07/06/2015	4,714,571	04/07/2015	Registered; Renewed	Zagg ¹²	No
13	United States	H & Design (Class 18) 	86/437,284	10/28/2014	4,768,015	07/07/2015	Registered	Zagg ¹²	Yes
14	United States	GLOW (Class 09)	86/975,148	10/30/2013	4,804,249	09/01/2015	Registered	Zagg ¹²	Yes
15	United States	HALO POCKET POWER & Design (Class 09) 	86/304,191	06/09/2014	4,824,907	10/06/2015	Registered	Zagg ¹²	Yes
16	United States	HALO POCKET POWER & Design (Class 09) 	86/304,230	06/09/2014	4,824,908	10/06/2015	Registered	Zagg ¹²	Yes
17	United States	HALO POCKET POWER & Design (Class 09) 	86/304,256	06/09/2014	4,824,909	10/06/2015	Registered	Zagg ¹²	Yes
18	United States	MAGIC SCANNER (Class 09)	86/129,392	11/26/2013	4,887,527	01/19/2016	Registered	Zagg ¹²	Yes






19	United States	HALO MAGIC SCANNER (Class 09)	86/145,694	11/26/2013	4,887,535	01/19/2016	Registered	Zagg ¹²	Yes
20	United States	HALOGUARD (Classes 18 & 24)	86/797,698	10/23/2015	5,030,331	08/30/2016	Registered	Zagg ¹²	Yes
21	United States	POWER WALLET (Class 18)	86/292,206	05/27/2014	5,139,650	02/14/2017	Registered	Zagg ¹²	Yes
22	United States	H & Design (Class 9) 	87/181,648	09/23/2016	5,195,411	05/02/2017	Registered	Zagg ¹²	Yes
23	United States	HALO GUARD H2O (Classes 18 & 24)	87/182,813	09/26/2016	5,195,446	05/02/2017	Registered	Zagg ¹²	Yes
24	United States	HALO GUARD DROP SAFE (Classes 18 & 24)	87/182,900	09/26/2016	5,195,448	05/02/2017	Registered	Zagg ¹²	Yes
25	United States	HALO BOLT ACDC (Class 9)	87/181,727	09/23/2016	5,203,764	05/16/2017	Registered	Zagg ¹²	No
26	United States	HALO BOLT ACDC & Design (Class 09) 	87/181,766	09/23/2016	5,203,766	05/16/2017	Registered	Zagg ¹²	No
27	United States	HALO GUARD RFID (Classes 18 & 24)	87/182,871	09/26/2016	5,203,812	05/16/2017	Registered	Zagg ¹²	Yes
28	United States	HALO GUARD RFID Design (Classes 18 & 24) 	87/182,885	09/26/2016	5,203,813	05/16/2017	Registered	Zagg ¹²	Yes
29	United States	HALO GUARD TECH MESH (Classes 18 & 24)	87/182,924	09/26/2016	5,203,816	05/16/2017	Registered	Zagg ¹²	Yes

30	United States	HALO GUARD TECH MESH Design (Classes 18 & 24) 	87/182,935	09/26/2016	5,203,820	05/16/2017	Registered	Zagg ¹²	Yes
31	United States	HALO GUARD H2O Design (Classes 18 & 24) 	87/182,830	09/26/2016	5,217,065	06/06/2017	Registered	Zagg ¹²	Yes
32	United States	HALO (Class 9)	87/181,492	09/23/2016	5,289,123	09/19/2017	Registered	Zagg ¹²	No
33	United States	HALO & Design (Class 9) 	87/181,517	09/23/2016	5,289,124	09/19/2017	Registered	Zagg ¹²	No
34	United States	HALO GUARD DROP SAFE Design (Classes 18 & 24) 	87/182,914	09/26/2016	5,320,759	10/31/2017	Registered	Zagg ¹²	Yes
35	United States	HALO BOLT (Class 09)	86/412,530	10/02/2014	5,337,781	11/21/2017	Registered	Zagg ¹²	No
36	United States	HALO MAGIC POWER CUBE (Class 9)	87/476,488	06/06/2017	5,426,324	03/20/2018	Registered	Zagg ¹²	Yes
37	United States	MAGIC POWER CUBE (Class 9)	87/476,498	06/06/2017	5,426,325	03/20/2018	Registered	Zagg ¹²	No

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38	United States	HALO & Design (Class 9) 	87/671,005	11/03/2017	5,501,731	06/26/2018	Registered	Zagg ¹²	No
39	United States	HALO WIRELESS & Design (Class 9) 	87/671,157	11/03/2017	2,201,737	06/26/2018	Registered	Zagg ¹²	No
40	United States	POWERGLOW (Class 9)	87/687,855	11/16/2017	5,502,424	06/26/2018	Registered	Zagg ¹²	No
41	United States	HALO (Class 18)	86/437,189	10/28/2014	5,614,221	11/27/2018	Registered	Zagg ¹²	No
42	United States	HALO & Design (Class 18) 	86/437,252	10/28/2014	5,614,222	11/27/2018	Registered	Zagg ¹²	No
43	United States	POWERED BY HALO (Classes 09 & 11)	86/980,849	05/05/2014	N/A	N/A	Allowed (TTU) Notice of Allowance dated 03/17/2020 Next Statement of Use deadline on 03/17/2022	Zagg ¹²	No
44	China	HALO & Design (Class 9) 		03/18/2013	12278915 (CN)	12/14/2016	Registered	H2C	No
45	China	HALO2CLOUD.COM (Class 9)		03/18/2013	12278912 (CN)	08/21/2014	Registered	H2C	No
46	China	HALO2CLOUD.COM (Class 11)		03/18/2013	12278911 (CN)	08/21/2014	Registered	H2C	No

47	China	HALO2CLOUD.COM (Class 20)		03/18/2013	12278910 (CN)	08/21/2014	Registered	H2C	No
48	China	海络 (Hai Luo) (Class 9)		03/18/2013	12278909 (CN)	08/21/2014	Registered	H2C	No
49	China	海络 (Hai Luo) (Class 11)		03/18/2013	12278908 (CN)	08/21/2014	Registered	H2C	No
50	China	海络 (Hai Luo) (Class 20)		03/18/2013	12278907 (CN)	08/21/2014	Registered	H2C	No
51	China	H & Design (Class 9) 		03/18/2013	12293311 (CN)	08/28/2014	Registered	H2C	Yes
52	China	H & Design (Class 11) 		03/18/2013	12293310 (CN)	08/28/2014	Registered	H2C	Yes
53	China	H & Design (Class 20) 		03/18/2013	12293309 (CN)	08/28/2014	Registered	H2C	Yes
54	China	TAKE CHARGE (Class 9)			12379705 (CN)	09/14/2014	Registered	H2C	Yes
55	Europe	HALO (Classes 9 & 11)	014290101	06/24/2015	014290101 (EU)	06/15/2018	Registered	H2C	No
56	Europe	HALO & Design (Classes 9 & 11) 	014290084	06/24/2015	014290084 (EU)	07/02/2018	Registered	H2C	No

57	Europe	H & Design (Classes 9 & 11) 	014289921	06/24/2015	014289921 (EU)	11/19/2015	Registered	H2C	Yes
58	UK	HALO (Classes 9 & 11)		06/24/2015*	00914290101	06/15/2018*	Registered	H2C	No
59	UK	HALO & Design (Classes 9 & 11) 		06/24/2015*	00914290084	07/02/2018*	Registered	H2C	No
60	UK	H & Design (Classes 9 & 11) 		06/24/2015*	00914289921	11/19/2015*	Registered	H2C	No
61	Canada	HALO (Classes 9 & 11)	1,733,988	06/22/2015	TMA 983,767 (CA)	10/27/2017	Registered 3 rd Party Challenge Deadline to Declaration of Use due by 12/04/2021	H2C	No
62	Canada	HALO & Design (Classes 9 & 11) 	1,733,991	06/22/2015	TMA 983,771 (CA)	10/27/2017	Registered 3 rd Party Challenge Deadline to Declaration of Use due by 12/04/2021	H2C	No
63	Canada	H & Design (Classes 9 & 11) 	1,733,993	06/22/2015	TMA 964,495 (CA)	03/02/2017	Registered	H2C	Yes

64	Japan	HALO (Classes 9 & 11)	2017-86752	06/27/2017	6130331 (JP)	03/15/2019	Registered	H2C	No
65	Japan	HALO & Design (Classes 9 & 11) 	2017-86753	06/27/2017	6130332 (JP)	03/15/2019	Registered	H2C	No
66	Japan	H & Design (Classes 9 & 11) 	2017-86754	06/27/2017	6066277 (JP)	07/27/2018	Registered	H2C	Yes
67	Japan	HALO BOLT ACDC & Design (Class 9) 	2017-86755	06/27/2017	6130333 (JP)	03/15/2019	Registered	H2C	No

Regarding Ownership:

“Zagg” indicates Zagg, Inc.

“Zagg¹” reflects a Security Interest filed with KeyBank National Association, Cleveland, Ohio, dated April 17, 2019

“Zagg²” reflects a Security Interest filed with Blue Torch Finance, LLC, New York, New York, dated July 23, 2021

TRADEMARK

REEL: 007635 FRAME: 0843

RECORDED: 02/16/2022