

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STRIKE, LLC		02/14/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	STRIKE OPERATING COMPANY LLC		
Street Address:	1800 Hughes Landing Blvd., Suite 500		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5548745		
Registration Number:	5697273	CAPSTONE	
Registration Number:	5720657	CAPSTONE	
Registration Number:	5697387	BOLT	
Registration Number:	5722174	BOLT	
Registration Number:	4293076	P PICKETT SYSTEMS	
Registration Number:	4195914	STRIKE	
Registration Number:	4195915	STRIKE	
Registration Number:	3434733	STRIKE CONSTRUCTION	
Registration Number:	4135488	STRIKE CONSTRUCTION, LLC	
Registration Number:	3949500	FIELD TICKET MANAGEMENT SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<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:	12128065400		
Email:	tm@stroock.com, jmann@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane, 38th Floor		

CH \$290.00 5548745

Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER: 004970/0003

NAME OF SUBMITTER: Jeffrey Mann

SIGNATURE: /Jeffrey Mann/

DATE SIGNED: 02/16/2022

Total Attachments: 7

source=Trademark Assignment Agreement (Strike)#page1.tif
source=Trademark Assignment Agreement (Strike)#page2.tif
source=Trademark Assignment Agreement (Strike)#page3.tif
source=Trademark Assignment Agreement (Strike)#page4.tif
source=Trademark Assignment Agreement (Strike)#page5.tif
source=Trademark Assignment Agreement (Strike)#page6.tif
source=Trademark Assignment Agreement (Strike)#page7.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (together with all Schedules attached hereto, this “**Trademark Assignment**”), dated as of February 14, 2022 (the “**Effective Date**”), is made by STRIKE, LLC, a Texas limited liability company, located at 1800 Hughes Landing Blvd., Suite 500, The Woodlands Texas 77380 (“**Assignor**”), in favor of STRIKE OPERATING COMPANY LLC, a Delaware limited liability company, located at 1800 Hughes Landing Blvd., Suite 500, The Woodlands Texas 77380 (“**Assignee**”). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee and certain other entities are party to that certain Asset Purchase Agreement, dated as of December 6, 2021 (as amended, supplemented or otherwise modified in accordance with its terms, together with any schedules, exhibits and annexes thereto, the “**Purchase Agreement**”); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed upon the Closing to convey, transfer, and assign to Assignee, and Assignee has agreed to accept and acquire, among other assets, certain intellectual property of Assignor, and Assignor and Assignee have agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office.

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

1. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), and Assignee hereby accepts, acquires and assumes all of Assignor’s right, title, and interest in, to and under the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) 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;

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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.

The conveyance, transfer and assignment contemplated herein is meant to be an absolute conveyance, transfer and assignment and not by way of security.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment, and record and register Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Trademarks, upon request of Assignee. Following the Effective Date and at the cost and expense of Assignee, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 requested by Assignee to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This Trademark Assignment is expressly made subject to the terms of the Purchase Agreement. Nothing contained in this Agreement shall be construed to expand, limit, amend, affect, enlarge, diminish, supersede, replace, rescind, waive or otherwise modify or terminate the representations, warranties, covenants and agreements set forth in the Purchase Agreement, or any of the rights, remedies or obligations of Assignor or Assignee provided for therein or arising therefrom in any way, all of which shall remain in full force and effect in accordance with their terms. The representations, warranties, covenants and agreements set forth in the Purchase Agreement shall not be merged with or into this Trademark Assignment but shall survive the execution and delivery of this Trademark Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the case of any conflict or inconsistency between the terms of this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

4. Counterparts. This Trademark Assignment may be executed and delivered in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same instrument, and to the extent signed and delivered by means of electronic signature (including signature via DocuSign or similar services), a photographic, photostatic, facsimile, portable document format (.pdf), or similar reproduction of such signed writing using a facsimile machine or electronic mail shall be treated in all manner and respects as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of electronic signature, a facsimile machine or electronic mail to deliver a signature to this Trademark Assignment or the fact that any signature to this Trademark Assignment was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of this Trademark Assignment and each such party forever waives any such defense.

5. Successors and Assigns. This Trademark Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Trademark Assignment is for the sole benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, shall give or be construed to give to any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind hereunder.

6. Amendment. This Trademark Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Assignor and Assignee or any of their respective successors or permitted assigns.

7. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to choice of law principles thereof (except Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), including all matters of construction, validity and performance.

8. Jurisdiction. The Bankruptcy Court will have jurisdiction over any and all actions, claims, suits or proceedings, whether in Law or equity, arising out of or relating to this Trademark Assignment or the transaction contemplated hereby and each party hereto irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) in respect of any such action, claim, suit or proceeding and agrees it will not bring any such action, claim, suit or proceeding in any other court; provided, however, that if the Chapter 11 Cases are dismissed or if the Bankruptcy Court is unable to hear any such action, claim, suit or proceeding, the courts of the State of New York located in the borough of Manhattan in the city of New York and the federal courts of the United States of America located in the Southern District of the State of New York (and any appellate courts of the foregoing) will have sole jurisdiction over any such action, claim, suit or proceeding. Each party hereto hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any such action, claim, suit or proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with Section 11.7 of the Purchase Agreement, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable law, any claim that (i) the action, claim, suit or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such action, claim, suit or proceeding is improper or (iii) this Trademark Assignment or the subject matter hereof may not be enforced in or by such courts. Each party hereto agrees that notice or the service of process in any action, claim, suit or proceeding arising out of, based upon or relating to this Trademark Assignment or any of the rights and obligations arising hereunder, shall be properly served or delivered if delivered in the manner contemplated by Section 11.7 of the Purchase Agreement. Each of the parties hereto hereby irrevocably waives to the fullest extent permitted by applicable law any and all right to trial by jury in any action, claim, suit or proceeding (whether based in contract, tort or otherwise) arising out of, based upon or related to this Trademark Assignment or the transaction contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the Effective Date.

ASSIGNOR:

STRIKE, LLC, a Texas limited liability company

By: Sean M. Gore

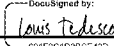
Name: Sean Gore

Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

ASSIGNEE:

STRIKE OPERATING COMPANY LLC

By  _____

Name: Louis Tedesco

Title: Chief Financial Officer and Treasurer

SCHEDULE 1

ASSIGNED TRADEMARKS

<u>Owner</u>	<u>Trademark/SN/RN</u>	<u>Status/Status Date</u>	<u>Filing Date & Number</u>	<u>Registration Date & Number</u>
Strike, LLC	Lightning Bolt Logo 	Registered August 28, 2018	August 23, 2017 SN: 87-581406	August 28, 2018 RN: 5,548,745
Strike, LLC	“Capstone”	Registered March 12, 2019	August 3, 2018 SN: 88-064723	March 12, 2019 RN: 5,697,273
Strike, LLC	Capstone flame Logo with “Capstone” 	Registered April 9, 2019	August 3, 2018 SN: 88-064771	April 9, 2019 RN: 5,720,657
Strike, LLC	“Bolt”	Registered March 12, 2019	September 6, 2018 SN: 88-107704	March 12, 2019 R: 5,697,387
Strike, LLC	Bolt Logo with “Bolt” 	Registered April 9, 2019	September 6, 2018 SN: 88-107737	April 9, 2019 RN: 5,722,174
Strike, LLC	P PICKETT SYSTEMS and Design 	Registered February 19, 2013	September 20, 2011 SN: 85-427162	February 19, 2013 RN: 4,293,076
Strike, LLC	STRIKE STRIKE	Registered August 21, 2012	September 20, 2011 SN: 85-427037	August 21, 2012 RN: 4,195,914
Strike, LLC	STRIKE and Design 	Registered August 21, 2012	September 20, 2011 SN: 85-427071	August 21, 2012 RN: 4,195,915
Strike, LLC	STRIKE CONSTRUCTION and Design	Registered May 27, 2008	August 23, 2007 SN: 77-263058	May 27, 2008 RN: 3,434,733

<u>Owner</u>	<u>Trademark/SN/RN</u>	<u>Status/Status Date</u>	<u>Filing Date & Number</u>	<u>Registration Date & Number</u>
Strike, LLC	STRIKE CONSTRUCTION, LLC <small>STRIKE CONSTRUCTION, LLC</small>	Registered May 1, 2012	September 12, 2011	May 1, 2012
			SN: 85-420489	RN: 4,135,488
Strike, LLC	FIELD TICKET MANAGEMENT SYSTEM	Registered Supplemental Register April 19, 2011	April 29, 2010 SN: 85-026758	April 19, 2011 RN: 3,949,500