

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM718805

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                             |
| Fifth Third Bank, National Association  |  | 04/01/2022            | National Banking Association:<br>UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Trace3 LLC   |                       |  |
| <b>Street Address:</b>  | 7565 Irvine Center Drive                           |                       |  |
| <b>Internal Address:</b>  | Suite 200  |                       |  |
| <b>City:</b>  | Irvine   |                       |  |
| <b>State/Country:</b>   | CALIFORNIA   |                       |  |
| <b>Postal Code:</b>   | 92618  |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: CALIFORNIA              |                       |  |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 6383948  | LAMP LOOKUP           |  |
| <b>Registration Number:</b>   | 4211639  | LAMP SCAN             |  |
| <b>Registration Number:</b>   | 3334494  | LAMP                  |  |
| <b>Registration Number:</b>   | 3712425  | LASALLE SOLUTIONS     |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 2163634588   |                       |  |
| <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>   | 2163634677   |                       |  |
| <b>Email:</b>   | dpoirier@beneschlaw.com                            |                       |  |
| <b>Correspondent Name:</b>  | DUNCAN POIRIER                                     |                       |  |
| <b>Address Line 1:</b>  | 200 PUBLIC SQUARE                                  |                       |  |
| <b>Address Line 2:</b>  | SUITE 2300   |                       |  |
| <b>Address Line 4:</b>  | CLEVELAND, OHIO 44114                              |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 76067-2  |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Duncan Poirier                                     |                       |  |
| <b>SIGNATURE:</b>   | /Duncan Poirier/                                   |                       |  |
| <b>DATE SIGNED:</b>   | 04/04/2022   |                       |  |

OP \$115.00 6383948

**Total Attachments: 5**

source=Project Lisbon - Trademark Assignment - EXECUTED 4.1.22#page1.tif

source=Project Lisbon - Trademark Assignment - EXECUTED 4.1.22#page2.tif

source=Project Lisbon - Trademark Assignment - EXECUTED 4.1.22#page3.tif

source=Project Lisbon - Trademark Assignment - EXECUTED 4.1.22#page4.tif

source=Project Lisbon - Trademark Assignment - EXECUTED 4.1.22#page5.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), dated April 1, 2022 (the “**Effective Date**”), is entered into by and between Fifth Third Bank, National Association, a nationally chartered bank (the “**Assignor**”), and Trace3 LLC, a California limited liability company (the “**Assignee**”). This Trademark Assignment is being executed pursuant to an Asset Purchase Agreement dated as of March 4, 2022, by and among the Assignor and the Assignee (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined in this Trademark Assignment shall have the meanings assigned to them in the Purchase Agreement.

### RECITALS

WHEREAS, the Assignor is the owner of all rights, title, and interests in the trademarks set forth in the attached Schedule A (the “**Marks**”);

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor’s rights, title, and interests in and to the Marks;

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

1. The Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee hereby accepts, the Assignor’s entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Marks, together with all the associated goodwill of its business symbolized by the Marks, and all applications and registrations of the Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Marks, including infringement of the Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee’s own name; provided that, with respect to United States intent-to-use trademark applications set forth in Schedule A, the transfer of such applications accompanies the transfer of the Assignor’s business, or portion of the business to which the intent-to-use trademark application pertains, and that business is ongoing and existing.

2. The Assignor will provide to the Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance, and do all acts and take such further action, including the execution, acknowledgment and delivery of such additional documents as the Assignee may reasonably request and as may be required under the applicable trademark laws and requirements, to carry out and fulfill the purposes and intent of this Trademark Assignment.

3. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

4. All matters relating to the interpretation, construction, validity and enforcement of this Trademark Assignment shall be governed by and construed in accordance with the domestic 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 laws of any jurisdiction other than the State of Delaware.

5. Whenever possible, each provision of this Trademark Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Trademark Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Trademark Assignment.

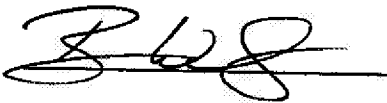
6. Notwithstanding anything herein to the contrary, the provisions of this Trademark Assignment shall be subject to the provisions of the Purchase Agreement. If and to the extent the provisions of this Trademark Assignment are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling. Nothing contained herein shall be deemed to alter, modify, expand, or diminish the terms and provisions set forth in the Purchase Agreement.

7. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Trademark Assignment by facsimile transmission or other electronic transmission (including by electronic mail in portable document format (.pdf)) shall be as effective as delivery of a manually executed counterpart hereof and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR: FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: 

Print Name: Brennen Willingham

Title: Senior Vice President

ASSIGNEE: TRACE3 LLC

By: \_\_\_\_\_

Name: Rich Fennessy

Title: Chief Executive Officer

[Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR: FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Print Name: Brennen Willingham

Title: Senior Vice President

ASSIGNEE: TRACE3 LLC

By: \_\_\_\_\_

Name: Rich Fennessy

Title: Chief Executive Officer

[Trademark Assignment]

**SCHEDULE A**

**Marks**

| <b>Trademark</b>  | <b>Country</b> | <b>Filed</b> | <b>Serial No.</b> | <b>Reg. Date</b> | <b>Reg. No.</b> | <b>Status</b> | <b>Owner</b>                           | <b>Recorded Liens?</b> |
|-------------------|----------------|--------------|-------------------|------------------|-----------------|---------------|--|------------------------|
| LAMP LOOKUP       | US             | 5/22/20      | 88928907          | 6/15/21          | 6383948         | Registered    | Fifth Third Bank, National Association | No                     |
| LAMP LOOKUP       | CA             | 10/28/20     | 2060409           |                  |                 | Pending       | Fifth Third Bank, National Association | No                     |
| LAMP LOOKUP       | EU             | 11/5/20      | 018332376         | 4/1/21           | 018332376       | Registered    | Fifth Third Bank, National Association | No                     |
| LAMP LOOKUP       | UK             | 11/5/20      | UK00003552077     | 4/9/21           | UK00003552077   | Registered    | Fifth Third Bank, National Association | No                     |
| LAMP SCAN         | US             | 12/21/11     | 85500813          | 9/18/12          | 4211639         | Registered    | Fifth Third Bank Corporation           | No                     |
| LAMP              | US             | 7/15/05      | 78671311          | 11/13/07         | 3334494         | Registered    | Fifth Third Bank Corporation           | No                     |
| LASALLE SOLUTIONS | US             | 12/12/06     | 77062109          | 11/17/09         | 3712425         | Registered    | Fifth Third Bank Corporation           | No                     |