

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM712093

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900665740		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Working Assets Funding Service, Inc.		10/01/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marconi Wireless Holdings, LLC		
<b>Street Address:</b>	1300 N 17TH STREET, SUITE 1400/ 203		
<b>City:</b>	Arlington		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22209		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88034009	CREDO HOME	
<b>Serial Number:</b>	88034001	CREDO	
<b>Serial Number:</b>	88033997	CREDO CONNECTED HOME	
<b>Registration Number:</b>	4771838	ZERONOW	
<b>Registration Number:</b>	4844148	CREDO MOBILE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102869573		
<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>	(310) 785-1200		
<b>Email:</b>	jk@jonathankirsch.com, spollyea@jonathankirsch.com		
<b>Correspondent Name:</b>	Jonathan Kirsch		
<b>Address Line 1:</b>	1880 Century Park East, Suite 515		
<b>Address Line 2:</b>	Law Offices of Jonathan Kirsch		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	MARCONI		
<b>NAME OF SUBMITTER:</b>	Jonathan Kirsch		
<b>SIGNATURE:</b>	/Jonathan Kirsch/		

**DATE SIGNED:**

03/04/2022

**Total Attachments: 19**

source=Bill of Sale and Assignment and Assumption Agreement with Asset Purchase Agreement#page1.tif  
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**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and executed as of October 1, 2021 by Credo Mobile, Inc., a Delaware corporation ("Credo"), Working Assets Funding Service, Inc. (d/b/a Credo Long Distance), a California corporation ("WAFS"), and Working Assets, Inc., a Delaware corporation ("Working Assets" and, together with Credo and WAFS, each, a "Seller" and collectively "Sellers"), in favor of Marconi Wireless Holdings, LLC, a Delaware limited liability company ("Purchaser").

**RECITALS:**

A. Sellers, Purchaser and B. Riley Principal Investments, LLC are parties to that certain Asset Purchase Agreement dated as of August 31, 2021 (the "Purchase Agreement"), providing for, among other things, the purchase by Purchaser of the Purchased Assets from Sellers.

B. This Agreement is being executed to evidence and effect the sale, transfer, assignment, conveyance and delivery of the Purchased Assets to Purchaser in accordance with the terms of the Purchase Agreement.

C. Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

**AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, Sellers and Purchaser hereby agree as follows:

1. Conveyance. Effective as of the Closing, Sellers hereby sell, transfer, assign, convey and deliver to Purchaser and its successors and assigns in accordance with the terms and conditions of the Purchase Agreement, to have and to hold forever, all of Sellers' right, title and interest in and to the Purchased Assets, free and clear of all Liens other than Permitted Liens. The Purchased Assets shall not include, and Purchaser shall not purchase or acquire or otherwise obtain, any right, title or interest in, to or under any Retained Asset.

2. Assumption. Effective as of the Closing, Purchaser hereby assumes and agrees to observe and perform all of the Assumed Liabilities, and to pay and discharge as and when due all of the Assumed Liabilities. Purchaser assumes no Retained Liabilities.

3. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of Sellers and Purchaser and their respective successors and assigns.

4. No Waiver or Modification; Subject to Purchase Agreement. Nothing contained in this Agreement shall be construed as a waiver of or limitation upon any of the rights or remedies of the parties hereto as set forth in, or arising in connection with, the Purchase Agreement, or any instrument or document delivered by the parties hereto pursuant to the Purchase Agreement. This Agreement is not intended to create any broader obligations of the parties hereto than those contemplated in the Purchase Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement shall be governing and controlling. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by Sellers and Purchaser. This Agreement is subject to all of the

representations, warranties, covenants, exclusions, indemnities, conditions and limitations set forth in the Purchase Agreement, all of which are incorporated herein by reference.

5. Headings. The headings contained in this Agreement are included for purposes of convenience only, and will not affect the meaning or interpretation of this Agreement.

6. Governing Law. The validity, interpretation and effect of this Agreement and any dispute, claim, controversy or other legal proceeding (whether in contract, tort, equity or under any other theory) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution, performance or enforcement of this Agreement or the transactions contemplated hereby shall be governed exclusively by the laws of the State of Delaware (including the laws relating to applicable statutes of limitation and burdens of proof), excluding its "conflict of laws" rules.

7. Execution; Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by facsimile, or email attachment that contains a portable document format (.pdf) file of an executed signature or a signature via DocuSign shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**CREDO MOBILE, INC.**

By: Ray Morris  
Name: Ray Morris  
Title: Chief Executive Officer

**WORKING ASSETS, INC.**

By: Ray Morris  
Name: Ray Morris  
Title: Chief Executive Officer

**WORKING ASSETS FUNDING SERVICE,  
INC.**

By: Ray Morris  
Name: Ray Morris  
Title: Chief Executive Officer

**MARCONI WIRELESS HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Ananth Veluppillai  
Title: President

*[Signature Page to Bill of Sale and Assignment and Assumption Agreement]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**CREDO MOBILE, INC.**

By: \_\_\_\_\_  
Name: Ray Morris  
Title: Chief Executive Officer

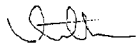
**WORKING ASSETS, INC.**

By: \_\_\_\_\_  
Name: Ray Morris  
Title: Chief Executive Officer

**WORKING ASSETS FUNDING SERVICE,  
INC.**

By: \_\_\_\_\_  
Name: Ray Morris  
Title: Chief Executive Officer

**MARCONI WIRELESS HOLDINGS, LLC**

By:  \_\_\_\_\_  
Name: Ananth Veluppillai  
Title: President

*[Signature Page to Bill of Sale and Assignment and Assumption Agreement]*

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into this 31<sup>st</sup> day of August, 2021, by and among B. Riley Principal Investments, LLC, a Delaware limited liability company ("Parent"), Marconi Wireless Holdings, LLC, a Delaware limited liability company and wholly owned subsidiary of Parent ("Buyer"), Working Assets Funding Service, Inc. (d/b/a Credo Long Distance), a California corporation ("WAFS"), Credo Mobile, Inc., a Delaware corporation ("Credo"), and Working Assets, Inc., a Delaware corporation ("Working Assets"). WAFS, Credo and Working Assets are each a "Seller", and collectively, "Sellers". Sellers, Parent and Buyer are each a "Party", and collectively, the "Parties".

### RECITALS:

A. Sellers operate a mobile virtual network that provide wireless communications services to customers (the "Business") among various other business segments, including credit card, long distance and energy operations, each of which is separate and excluded from the Business (the "Other Businesses").

B. Working Assets owns 100% of the capital stock of WAFS and Credo, and Sellers own all the Purchased Assets (as defined below).

C. Sellers desire to sell to Buyer, and Buyer desires to acquire from Sellers, the Business by means of (i) the purchase by Buyer of the Purchased Assets and (b) the assumption by Buyer of the Assumed Liabilities (as defined below), all upon the terms and subject to the conditions set forth in this Agreement.

### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

##### 1.01 General Definitions.

(a) The following capitalized terms shall have the meanings set forth below unless otherwise expressly provided:

"Accounting Principles" shall mean GAAP as applied in the preparation of the Financial Statements.

"Accounts Receivable" shall mean any and all accounts receivable, notes and other amounts receivable from third parties, including customers, arising solely from the conduct of the Business by Sellers and their Affiliates prior to the Closing, whether or not in the Ordinary Course, together with any unpaid interest accrued thereon.

**PAGES 2 - 3 REDACTED**



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” shall mean any and all proprietary, industrial and intellectual property rights, titles, and interests in any jurisdiction throughout the world, including all of the following: (i) patents, patent applications, patent disclosures, provisional patents, and other rights to inventions and designs and statutory invention registrations, utility models, design patents, and industrial designs, together with all registrations of and applications for any of the foregoing, and including all divisionals, continuations, and continuations-in-part, continued prosecutions, reexaminations, renewals, extensions, and reissues thereof (collectively, “Patents”); (ii) trademarks, service marks, trade dress, trade names, brand names, corporate names, trade dress, logos and slogans, and all other designations and identifiers of source and origin, in each case, together with all translations, adaptations, derivations and combinations of any of the foregoing, and Internet domain names, together with all goodwill associated with each of the foregoing, and all common law rights to any of the foregoing, including all applications and registrations therefor, and renewals and extensions thereof (collectively, “Trademarks”); (iii) copyrights and copyrightable works (whether registered or unregistered for both published and unpublished works, and including Software, websites, website content, and website designs, layouts, and structures), moral rights, database rights, and other rights in works of authorship, including all applications and registrations related to the foregoing and any renewals, amendments, modifications, extensions, restorations, and reversions thereof (collectively, “Copyrights”); (iv) trade secrets, confidential know-how, and rights in Confidential Information and

**PAGES 5 - 10 REDACTED**

[REDACTED]  
[REDACTED]  
Trademarks .....4  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II

PURCHASE AND SALE, PURCHASE PRICE, ALLOCATION AND OTHER RELATED MATTERS

2.01 Purchase and Sale.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing, Sellers hereby agree to sell, assign, convey, transfer and deliver to Buyer, and Buyer shall acquire from Sellers, the Purchased Assets. Sellers shall not sell, assign, convey, transfer and deliver to Buyer or any of its Affiliates, and neither Buyer nor its Affiliates, shall purchase, acquire or take assignment or delivery of, any property, assets, Contracts, or any right, title or interest therein of Sellers that are not Purchased Assets.

(b) "Purchased Assets" shall mean all right, title and interest in, under and to (A) all assets and properties set forth on Schedule 2.01 and (B) all of the other assets, rights, titles, interests, and properties of Sellers (of whatever kind or nature, real or personal, tangible or intangible, and wherever located and by whomever possessed), whether owned, licensed or leased by Sellers, that are used in, held for use in, or related to, the operations of the Business, [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

packaging materials, spare parts, work in progress, consigned goods and finished goods, whether located on the Leased Real Properties or stored at locations other than the Leased Real Properties or in transit ("Inventory");

(iv) to the extent not included in Inventory, the tangible personal property, machinery, equipment, hardware, furniture and office equipment, goods, furnishings, fixtures, computers, terminals, telephones and telephone systems, part, accessories and the like used in, held for use in, or related to, the Business and/or located on the Leased Real Properties, including abandoned tangible personal property, tangible personal property awaiting disposal and similar property and assets (collectively with the Inventory, the "Tangible Personal Property");

(v) subject to Section 2.01(c)(x), all of Sellers' files, papers, documents and records in any form or media (including computerized, online or electronic) used in, held for use in, or related to, the Business, [REDACTED] the general ledgers, books of original entry and similar books and records, repair and performance records, price sheets, catalogues and sales literature, books, processes, formulae, advertising and promotional material, [REDACTED], vendor lists, forms, catalogues, quality assurance and control procedures, manuals and technical information provided to employees, customers, suppliers, agents or licensees, correspondence, production records, research data concerning historic and current research and development efforts, [REDACTED], and any other information reduced to writing or other physical or tangible media used in, held for use or related to the Business, provided that such files, papers, documents and records may be redacted to remove any references to Sellers' businesses other than the Business;

(vi) means all Software, servers, networks, platforms, peripherals, and similar or related items of automated, computerized, or other information technology (IT) networks and systems or data storage centers owned, leased, licensed, or used (including through cloud-based or other third-party service providers) in the conduct of the Business [REDACTED]

[REDACTED]

(viii) goodwill of the Business as a going concern;

(ix) all assets of Sellers identified as Specified Assets on the Final Closing Statement, including, to the extent expressly identified as a Specified Asset on the Final Closing Statement,

[REDACTED]

[REDACTED]

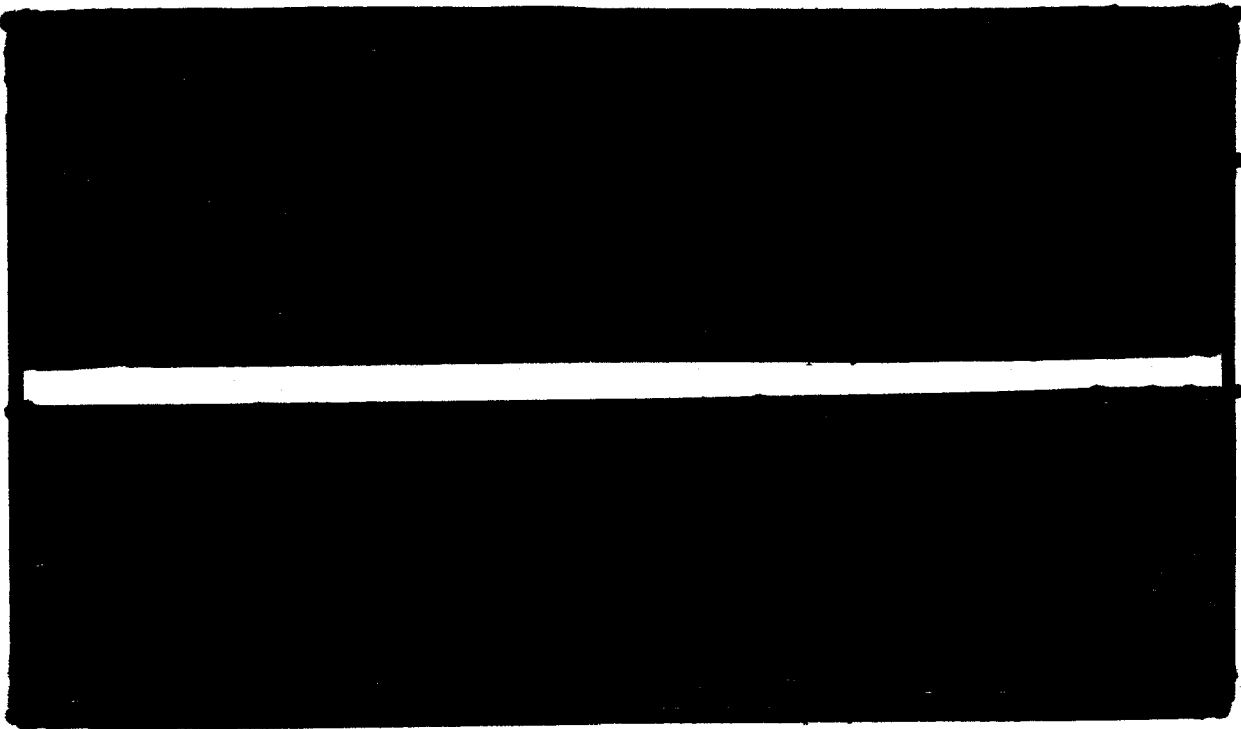
(xi) all Accounts Receivable and unbilled revenue of the Business as of the Closing Date which relate to services under or with respect to the Assumed Contracts, the Business or the

**PAGES 13 - 33 REDACTED**

4.21 Intellectual Property.

(a) Sellers or one of their Affiliates owns all of the Business Owned Intellectual Property and Business Proprietary Software free and clear of all Liens (other than Permitted Exceptions). The Intellectual Property used by the Business or otherwise in its possession, including Business Owned Intellectual Property and Licensed Business Intellectual Property, is sufficient for the operation of the Business as currently conducted by Sellers (collectively, the "Business Intellectual Property"), and the Business Intellectual Property constitutes all of the Intellectual Property necessary to the Business. Sellers own or have a valid and enforceable license or right to use or possess, as applicable, all Business Intellectual Property.

(b) Section 4.21(b)(1) of the Disclosure Schedules sets forth a true and complete list of all of the following Business Owned Intellectual Property: (i) Patents, (ii) registered and applied for Trademark, (iii) registered and applied for Copyrights, (iv) Internet domain name registrations, as of the date of this Agreement, and including the jurisdiction of issuance, registration or pendency for each such item (collectively, "Business Registered IP"), (v) material unregistered Trademarks, and (vi) Business Proprietary Software. All such Business Registered IP that has issued is valid, and all Business Registered IP is subsisting, and, to Sellers' Knowledge, enforceable, in full force and effect, has not been cancelled, expired, or abandoned, and has been obtained and maintained in compliance with all Laws. Sellers have taken all necessary actions, that must be taken on or prior to the Closing Date, to maintain each item of Business Registered IP that is material to the Business. All fees associated with maintaining any Business Registered IP have been paid in full in a timely manner to the proper Governmental Authority and, except as set forth on Schedule 4.21(b)(2), no such fees are due within the three (3) month period after the Closing Date. Sellers are the sole and exclusive owner of all right, title, and interest in and to all Business Owned Intellectual Property and Business Proprietary Software. No proceeding is pending, threatened in writing, or, to Sellers' Knowledge, otherwise threatened challenging the Business's rights to any Business Owned Intellectual Property, or asserting that upon consummation of the transactions contemplated hereby the Company's rights to any Business Owned Intellectual Property will be, invalid or unenforceable.



**SCHEDULE 4.21  
Intellectual Property**

(b)(1)

(i) Patents: None

(ii) Registered and Applied for Trademarks:

Mark	Country	Status	App. Date	App. No.	Reg. Date	Reg. No.
BRACKET OF EVIL	United States	Registered	Mar-26-2019	88/357796	Oct-22-2019	5889592
CITIZENLETTER	United States	Registered	Aug-05-1998	75/531233	Apr-18-2000	2342489
CREDO	United States	Registered	Oct-19-2007	77/308979	Dec-23-2008	3551352
CREDO	United States	Registered	Aug-30-2007	77/268762	Oct-21-2008	3522012
CREDO	United States	Registered	Feb-13-2018	87/980645	Jun-11-2019	5777341
CREDO	United States	Allowed	Jan-16-2020	88/762381		
CREDO	United States	Registered	Feb-13-2018	87/796594	Sep-24-2019	5869123
CREDO	United States	Allowed	Jul-11-2018	88/034001		
CREDO ACTION	United States	Registered	May-14-2013	85/932057	Apr-08-2014	4509517
CREDO CONNECTED HOME	United States	Allowed	Jul-11-2018	88/033997		
CREDO HOME	United States	Allowed	Jul-11-2018	88/034009		
CREDO MOBILE	United States	Registered	Oct-22-2014	86/431045	Nov-03-2015	4844148
CREDO MOBILIZE	United States	Registered	Sep-26-2013	86/075621	May-20-2014	4533192
FLASH ACTIVIST NETWORK	United States	Registered	Jul-13-1995	74/702604	Mar-25-1997	2048282
MAKING IT EASY TO MAKE A DIFFERENCE	United States	Registered	Apr-12-2000	78/003867	Feb-6-2001	2427162
ZERONOW	United States	Registered	Sep-18-2014	86/399067	Jul-14-2015	4771838

(iii) Registered and Applied for Copyrights: None

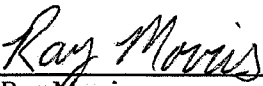
(iv) Domain Names:

actforchange.com	actforchange.net	actforchange.org
avoteisaweapon.com	bracketofevil.com	buycredo.com
callcredo.com	climaticapp.com	credo.com
credo-home.com	credo-inc.net	credo-inc.org
credo-market.com	credo-products.com	credo.tel
credo.us.com	credoaction.com	credoaction.net
credoaction.org	credoaction.xxx	credobilling.com <sup>1</sup>
credobilling.net	credobilling.org	credoboutique.com
credobyod.com	credobyop.com	credocc.net
credocc.org	credocommunications.com	credoconnectedhome.com
credocredit.com	credocredit.net	credocredit.org
credocreditcard.biz	credocreditcard.co	credocreditcard.com
credocreditcard.info	credocreditcard.net	credocreditcard.org
credodev.io	credodonations.com	credodonations.net
credodonations.org	credohome.com	credohome.net

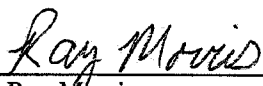
<sup>1</sup> For the avoidance of doubt, credobilling.com, credobilling.net, and credobilling.org will not be Purchased Assets.

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the day and year first above written.


**WORKING ASSETS, INC.**

  
By: Ray Morris  
Title: Chief Executive Officer

**CREDO MOBILE, INC.**

  
By: Ray Morris  
Title: Chief Executive Officer

**WORKING ASSETS FUNDING SERVICE, INC.**

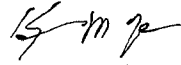
  
By: Ray Morris  
Title: Chief Executive Officer

*[Signature Page to Asset Purchase Agreement]*




IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the day and year first above written.

**B. RILEY PRINCIPAL INVESTMENTS, LLC**

By:   
Name: Kenneth M. Young  
Title: Chief Executive Officer

**MARCONI WIRELESS HOLDINGS, LLC**

By:   
Name: Kenneth M. Young  
Title: Chief Executive Officer

*[Signature Page to Asset Purchase Agreement]*