

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Made for You Products, LLC		05/20/2022	Limited Liability Company: CALIFORNIA
Sandra Denton		05/20/2022	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Lokar, Inc.		
Street Address:	P.O. Box 5657		
Internal Address:	c/o Blanchard Horton PLLC		
City:	Oak Ridge		
State/Country:	UNITED STATES		
Postal Code:	37831		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3172520	MADE 4 YOU	
Registration Number:	2776073	T. CLAMPIT	
Registration Number:	1789000	HITCH-LITE	
Registration Number:	2934239	QUIKCLICK	
Registration Number:	3641203	M	
Registration Number:	3360532	SHOPRAGS	
Registration Number:	3648876	WHEN IT MATTERS	
Serial Number:	78503523	MADE FOR YOU	
Serial Number:	85249686	OLD HOT RODDERS NEVER DIE, THEY JUST HAV	
CORRESPONDENCE DATA			
Fax Number:	8656745349		
<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:	8652392673		
Email:	Docketing@blanchard-patent.com		
Correspondent Name:	Jacob G. Horton		
Address Line 1:	P.O. Box 5657		

OP \$240.00 3172520

Address Line 4: Oak Ridge, TENNESSEE 37831

NAME OF SUBMITTER: Jacob G. Horton

SIGNATURE: /Jacob G. Horton/

DATE SIGNED: 06/21/2022

Total Attachments: 10

source=2022-05-26 @ 16 31 (16 31) - 10 - IP Assignment Agreement#page1.tif
source=2022-05-26 @ 16 31 (16 31) - 10 - IP Assignment Agreement#page2.tif
source=2022-05-26 @ 16 31 (16 31) - 10 - IP Assignment Agreement#page3.tif
source=2022-05-26 @ 16 31 (16 31) - 10 - IP Assignment Agreement#page4.tif
source=2022-05-26 @ 16 31 (16 31) - 10 - IP Assignment Agreement#page5.tif
source=2022-05-26 @ 16 31 (16 31) - 10 - IP Assignment Agreement#page6.tif
source=2022-05-26 @ 16 31 (16 31) - 10 - IP Assignment Agreement#page7.tif
source=2022-05-26 @ 16 31 (16 31) - 10 - IP Assignment Agreement#page8.tif
source=2022-05-26 @ 16 31 (16 31) - 10 - IP Assignment Agreement#page9.tif
source=2022-05-26 @ 16 31 (16 31) - 10 - IP Assignment Agreement#page10.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), made as of this 20th day of May, 2022, by and among Made for You Products, LLC, a California limited liability company ("Seller"), Sandra Denton, a citizen and resident of California ("Member"), and Lokar, Inc., a Tennessee corporation ("Buyer"). Unless otherwise indicated, capitalized terms used but not otherwise defined in this IP Assignment have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

Seller and Member have each agreed to sell certain assets associated with Seller to Buyer pursuant to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"). The terms of the Purchase Agreement include, among other things, that Seller and Member shall, both individually and collectively, assign to the Buyer all of Sellers' and/or Member's right, title and interest in any and all intellectual property established under the laws of any country or international treaty throughout the World associated with Seller and used in the conduct of Seller's business.

NOW THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. In consideration for the execution and performance of the Purchase Agreement, Buyer's payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Member hereby each confirm that they did, and each hereby do, irrevocably sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby accepts, any and all right, title, and interest Seller and/or Member might hold in, to, or under any and all right, title and interest in any intellectual property established under the laws of any country or international treaty throughout the World associated with Seller and any of the "Purchased Assets," as defined in the Purchase Agreement, including:

1.1. any and all patents and patent applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof which have been or shall be issued in the United States and all foreign countries on the inventions to the full end of the term or terms for which the patents may be granted, including all rights of past infringement and damages and all rights of priority created by such patents under any treaty, convention or law relating thereto, including, but not necessarily limited to, those listed in Schedule 1.01(c) to the Purchase Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A to this IP Assignment;

1.2. any and all trademark registrations and applications, and any unregistered trademarks, together with the goodwill connected with the use of and symbolized thereby, and all issuances, extensions, and renewals thereof, and any trade name registrations and applications, together with the goodwill connected with the use of and symbolized thereby, and all issuances, extensions, and renewals thereof, including, but not limited to, those listed in Schedule 1.01(c) to the Purchase Agreement, attached hereto and incorporated herein as Exhibit A to this IP Assignment;

1.3. any and all materials including works of authorship, expressions, and designs considered copyrightable subject matter, whether or not the subject matter of copyright registrations or copyright applications, including, but not limited to, those listed in Schedule 1.01(c) to the Purchase Agreement, attached hereto and incorporated herein as Exhibit A to this IP Assignment;

1.4. any copyright registrations, applications for registration, exclusive copyright licenses, and unregistered copyrights, and all issuances, extensions and renewals thereof;

1.5. any and all potentially patentable technology for which patent applications have not yet been filed, including, but not limited to, any and all inventions developed by Member or by any employee of Seller or Member in whole or in part at Seller's or Member's request, at Seller's or Member's expense, or using Seller's or Member's resources;

1.6. any and all trade secrets and/or unregistered intellectual property, regardless of whether or not the same have been described herein or otherwise disclosed to Seller or Buyer;

1.7. all rights of any kind whatsoever of Seller or Member accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.8. any and all goodwill, licenses and sublicenses granted and obtained, and other contracts and contract rights with respect to any and all of the foregoing;

1.9. 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

1.10. 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, past 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. Recordation and Further Actions. Seller and Member each authorize the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other foreign or domestic governmental officials, to record and register this IP Assignment upon request by Buyer. Seller and Member shall execute any documents, files, registrations, or other similar items, as Buyer may reasonably request, to ensure that the aforementioned intellectual property is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement are not superseded, altered, modified or expanded by this IP Assignment, but shall remain in full force and effect and this IP Assignment shall be subject to the terms and provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

4. Counterparts. This IP Assignment may be executed in multiple original, electronic or facsimile counterparts, each of which will be deemed an original, but all of which when taken together shall constitute one and the same agreement. A signed copy of this IP Assignment delivered by facsimile or electronic transmission shall be deemed to have the same legal effect as an original signed copy of this IP Assignment. This IP Assignment may be executed by any electronic signature complying with the U.S. ESIGN Act of 2000, as it may be amended.

5. Amendment/Waiver. This IP Assignment may not be altered, modified, or amended except by a written instrument signed by each of the parties 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. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this IP 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.

6. Governing Law. This IP Assignment, and all claims or causes of action (whether at law, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this IP Assignment or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the Laws of the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Tennessee.

7. Submission to Jurisdiction. Seller, Member and Buyer hereby irrevocably submit to the jurisdiction and venue of the United States District Court for the Eastern District of Tennessee and waive any objection thereto for the purposes of any suit, action or other proceeding arising out of or based upon this IP Assignment or the subject matter hereof brought by any party to this IP Assignment. Process in any action or proceeding referred to in the preceding sentence may be served on any of the undersigned anywhere in the world.

8. Assignment. Neither this IP Assignment nor any of the rights, interests or obligations under this IP Assignment shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties hereto without the prior written consent of all other parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this IP Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing, Buyer (and any of its permitted assignees) may (in its sole discretion) (a) collaterally assign this IP Assignment (in whole or in part) in connection with any financing, (b) assign this IP Assignment (in whole or in part) to any Affiliate or (c) assign this IP Assignment (in whole or in part) to a purchaser of all or substantially all of Buyer's (or such assignee's) assets. Except with respect to the foregoing permitted assignments by Buyer, no assignment shall relieve the assigning party of any of its obligations hereunder.

9. Severability. If any term or other provision of this IP Assignment is determined to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms and provisions of this IP Assignment shall remain in full force and effect. Upon such determination, Seller, Member and Buyer shall negotiate in good faith to modify this IP



Assignment so as to give effect to the original intent of the parties to the fullest extent permitted by applicable Law.

10. Further Assurances. Each of the parties hereto will execute and deliver, at the reasonable request of any other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer title to the Purchased Assets, including rights under the Assumed Liabilities.

IN WITNESS WHEREOF, Seller, Member, and Buyer have duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

MADE FOR YOU PRODUCTS, LLC,
a California limited liability company

By _____

Name: *SANDIE DENTON*
Title: *PRES-CEO*

MEMBER:

Sandra Denton

BUYER:

LOKAR, INC.,
a Tennessee corporation

By _____

Name: Kevin Ford
Title: Chief Operating Officer

5

Assignment so as to give effect to the original intent of the parties to the fullest extent permitted by applicable Law.

10. Further Assurances. Each of the parties hereto will execute and deliver, at the reasonable request of any other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer title to the Purchased Assets, including rights under the Assumed Liabilities.

IN WITNESS WHEREOF, Seller, Member, and Buyer have duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

MADE FOR YOU PRODUCTS, LLC,
a California limited liability company

By _____
Name:
Title:

MEMBER:

Sandra Denton

BUYER:

LOKAR, INC.,
a Tennessee corporation

By _____
Name: Kevin Ford
Title: Chief Operating Officer