

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812772

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900769736		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grace Digital, Inc.		04/15/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sound Extreme, Inc.		
Street Address:	9212 Fry Road		
Internal Address:	105-351		
City:	Cypress		
State/Country:	TEXAS		
Postal Code:	77433		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97483646	X SOUNDEXTREME	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3104289218		
Email:	jebb@techsectorlaw.com		
Correspondent Name:	Jebb Dykstra		
Address Line 1:	155 Jackson Street		
Address Line 2:	12		
Address Line 4:	Denver, COLORADO 80206		
ATTORNEY DOCKET NUMBER:	05242023-2		
NAME OF SUBMITTER:	Jebb Dykstra		
SIGNATURE:	/jd/		
DATE SIGNED:	05/24/2023		
Total Attachments: 1			
source=Assignment of Trademark - Grace to Sound Extreme.docx (4)#page1.tif			

ASSIGNMENT OF ALL RIGHT, TITLE AND INTEREST

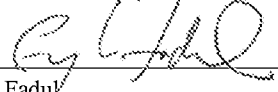
Effective as of April 15, 2023, Grace Digital, Inc. ("Assignor"), for valuable consideration, the receipt of which is hereby acknowledged, hereby exchanges, transfers, assigns and conveys unto Sound Extreme, Inc., a Texas corporation ("Assignee"), its successors and assigns, all right, title and interest of Assignor in and to the intellectual, real and personal property assets and goodwill listed on Schedule A1 (the "Assigned Assets").

Assignor hereby represents that it is the only owner of the Assigned Assets and that no other person or entity has any interest in the Assigned Assets. Assignor hereby further covenants and agrees that it will from time to time, if requested by Assignee, its successors and assigns, do, execute, acknowledge and deliver, or will cause to be done, executed and delivered to Assignee or its successors and assigns, such and all further acts, transfers, assignments, deeds, powers and assurances of title, and additional papers and instruments, and or cause to be done all acts or things as often as may be proper or reasonably necessary for better assuring, conveying, transferring and assigning the Assigned Assets hereby conveyed, transferred or assigned, and effectively to carry out the intent hereof, and to vest in Assignee the entire right, title and interest of Assignor in and to all of the said Assigned Assets. Assignor hereby further represents to Assignee that Assignor owns the Assigned Assets free and clear of all Liens and Encumbrances and without restriction or limitation as to transferability, except as set forth in Schedule A2 (if applicable) and any Exception to Assigned Assets as set forth in Schedule A3 (if applicable).

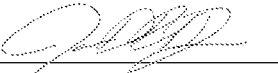
Assignee hereby assumes and agrees to discharge and perform all the debts, liabilities and obligations of Assignor with respect to Assignor's ownership of the Assigned Assets identified by Assignor (if applicable) and warrants that it will defend the same to Assignor, their successors and assigns, forever against all claims or demands made whatsoever.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed on this 15th day of April 2023.

Assignor: Grace Digital, a California Corporation

By: 
Greg Fadul
Its: CEO and Assignor

Assignee: Sound Extreme, Inc., a Texas Corporation

By: 
NAME: Jim Palmer
ITS: CEO and Assignee

SCHEDULE A1 – Description of Assigned Assets: All right, title and interest of Assignor in the following Intellectual Property and Goodwill related to Patents, Trademarks, Copyrights and any other trade secrets and or proprietary information connected therewith:

Assignor as defined hereabove	Trademark Application No.: 9,748,3646  And all related Goodwill to the above Trademark Application.
-------------------------------	---

SCHEDULE A2 – LIENS AND ENCUMBRANCES - NONE
SCHEDULE A3 – EXCEPTIONS AND CONTRIBUTIONS - NONE