

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900788163

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLEAN ENERGY LABS, LLC		07/19/2023	LIMITED LIABILITY CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	BRANE AUDIO, LLC
Street Address:	2101 Donley Drive, Suite 100
City:	Austin
State/Country:	TEXAS
Postal Code:	78758
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5763693	BRANE
Serial Number:	88361742	BRANE
Serial Number:	85913700	GRAPHONE
Serial Number:	86594353	BRANE AUDIO
Serial Number:	88361749	BRANE AUDIO
Serial Number:	97594349	BRANE AUDIO
Serial Number:	87273419	W
Registration Number:	5693669	W
Serial Number:	88514295	SEMA
Serial Number:	88660618	W

CORRESPONDENCE DATA

Fax Number: 8446706009

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.

Phone: 5127704222

Email: WKellar@dickinsonwright.com

Correspondent Name: ROSS SPENCER GARSSON

Address Line 1: 607 W. 3rd Street, Suite 2500

Address Line 2: Dickinson Wright PLLC
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER: 106606-00001

NAME OF SUBMITTER: Wanda Kellar

SIGNATURE: /Wanda Kellar/

DATE SIGNED: 08/04/2023

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Trademark Assignment”) is made and entered into by and between CLEAN ENERGY LABS, LLC, a Texas limited liability corporation (“Assignor”) and BRANE AUDIO, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor has obtained registrations and applied for registration of a number of trademarks (collectively, the “Assigned Marks”) for the trademark registrations and trademark applications (the “Assigned Trademark Registrations/Trademark Applications”) that are set forth in Appendix A hereto;

WHEREAS, Assignor has agreed to sell, assign, and transfer to Assignee, and Assignee has agreed to acquire and accept from Assignor, Assignor’s rights, title, and interest in the Assigned Marks and the Assigned Trademark Registrations/Trademark Applications, together with the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, in consideration of the premises, mutual covenants and provisions herein contained, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree to, and execute, this Trademark Assignment, as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, and conveys unto Assignee, each of the Assignor’s whole and entire right, title and interest (i) in and to the Assigned Marks, the Assigned Trademark Registrations/Trademark Applications, and the goodwill of the business symbolized thereto, and (ii) in and to all rights to sue for and collect damages resulting from past, present, and future infringement of said Assigned Marks or any other rights, title, or interest assigned to Assignee in (i).

2. Enjoyment. The Assigned Marks, the Assigned Trademark Registrations/Trademark Applications and goodwill assigned as set forth in Section 1 shall be held and enjoyed by Assignee, for Assignee’s use and benefit, and for Assignee’s legal representatives and assigns, as fully and entirely as the same would have been held by Assignor had this assignment and transfer not been made.

3. Warrant and Covenant. Assignor warrants and covenants that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the Assignor, and that the full right to convey the same as herein expressed is possessed by the Assignor.


4. Assistance. The parties to this Trademark Assignment shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, necessary or advisable to consummate the transactions contemplated by this Trademark Assignment. Without limiting the foregoing, Assignor and Assignee shall cooperate with the other without any further consideration to execute and deliver, or use commercially reasonable

efforts to cause to be executed and delivered, all documents as may reasonably be necessary to secure the vesting in Assignee of all rights assigned to Assignee by this Trademark Assignment, including without limitation any documents required to record this Trademark Assignment with local trademark offices, and all rightful oaths, declarations, and other papers.

5. Binding. The Trademark Assignment is binding on the assigns, representatives, and successors of the Assignor and extends to the successors, assigns and nominees of the Assignee.

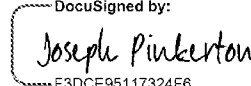
6. Effectiveness. This Trademark Assignment is effective as of July 1, 2023.

CLEAN ENERGY LABS, LLC (Assignor)

DocuSigned by:

E3DCE95117324E6
By: Joseph F. Pinkerton
Title: Manager

Date: 7/19/2023

BRANE AUDIO, LLC (Assignee)

DocuSigned by:

E3DCE95117324E6
By: Joseph F. Pinkerton
Title: Manager

Date: 7/19/2023

APPENDIX A

DW Matter Number	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Trademark
072122-10000	United States of America	Registered	86/594349	10-Apr-2015	5763693	28-May-2019	BRANE
072122-10001	Int'l Registration - Madrid Agreement / Protocol (China/ Germany/ France/ UK)	Registered	A0053642	06-Oct-2015	1291545	06-Oct-2015	BRANE
072122-10002	United States of America	Dead	88/361742	28-Mar-2019			BRANE
072122-20000	United States of America	Dead	85/913700	24-Apr-2013			GRAPHONE
072122-2000x	Int'l Registration - Madrid Agreement / Protocol	Expired		23-Oct-2013	1205387		GRAPHONE
072122-26000	United States of America	Dead	86/594353	10-Apr-2015			BRANE AUDIO
072122-26001	United States of America	Dead	88/361749	28-Mar-2019			BRANE AUDIO
072122-26002	United States of America	Pending	97/594349	16-Sep-2022			BRANE AUDIO
072122-29000	United States of America	Dead	87/273419	19-Dec-2016			WAVE DESIGN

072122-29001	Intl Registration - Madrid Protocol Only	Registered	A0067396	31-May-2017	1357885	31-May-2017	WAVE DESIGN
072122-29002	United States of America	Registered	87/979495	19-Dec-2016	5693669	05-Mar-2019	WAVE DESIGN
072122-29004	United States of America	Published	88/514295	15-Jul-2019			SEMA
072122-29005	United States of America	Dead	88/660618	18-Oct-2019			WAVE Design
072122-31001	China	Registered	A0067396	31-May-2017	1357885	31-Jan-2019	WAVE DESIGN

072122-31002	France	Registered	A0067396	31-May-2017	1357885	31-Jan-2019	WAVE DESIGN
072122-31003	United Kingdom	Registered	A0067396	31-May-2017	1357885	31-Jan-2019	WAVE DESIGN
072122-31004	Germany	Registered	A0067396	31-May-2017	1357885	31-Jan-2019	WAVE DESIGN
072122-60000	United States of America	Filed	TBA	24-Jan-2023			BRANE X

TRADEMARK

REEL: 008157 FRAME: 0466

RECORDED: 07/24/2023