

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832459



SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNH Technology LLC		08/07/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Phelps United, LLC		
Street Address:	3183 Red Hill Avenue		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	90262		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97148287	A APPROVED MICRO	
Serial Number:	90356177	ZELL TECHNOLOGIES	
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:	3059677450		
Email:	janet@caldera.law		
Correspondent Name:	Janet Moreira		
Address Line 1:	7293 NW 2nd Avenue		
Address Line 4:	Miami, FLORIDA 33150		
NAME OF SUBMITTER:	Janet C. Moreira		
SIGNATURE:	/Janet C. Moreira/		
DATE SIGNED:	08/16/2023		
Total Attachments: 3			
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OP \$65.00 97148287

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of August 7, 2023 (the “**Effective Date**”), is made by and between PNH TECHNOLOGY LLC, a California limited liability company (“**Assignor**”), with an address of 4852 East La Palma Avenue, Costa Mesa, CA 92626, in favor of PHELPS UNITED, LLC, a California limited liability company (“**Assignee**”), with an address of 3183 Red Hill Avenue, Costa Mesa, CA 90262. Assignor and Assignee shall be referred to collectively as the “parties.”

WHEREAS Assignor is the owner of all right, title and interest in and to the following trademarks applications (depicted below), subject of U.S. Trademark Application Serial Nos. 97148287 and 90356177, as well as common law rights embodied in such marks (individually or collectively, the “**Assigned Trademarks**”);

<u>Trademark</u>	<u>Serial No.</u>	<u>Class</u>	<u>Good/Services</u>
	97148287	009	Computer cables; Computer docking stations; Computer hardware and peripherals; Computer keyboards; Computer memory hardware; Computer mice; External computer hard drives; Headphones; Transceivers; Webcams.
	90356177	009	Scanners; Webcams; Computer docking stations; Computer keyboards; and Mouse pads; all of the foregoing sold only online, and none of the foregoing relating to the electronic payment processing field

WHEREAS Assignor desires to convey, transfer, and assign to Assignee, and Assignee desires to receive, intellectual property of Assignor, namely, the Assigned Trademarks, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the USPTO, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks including, without limitation:
 - (a) Any and all common law rights, any trademark registrations, trademark applications, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, provided that, with respect to the United States intent-to-use trademark applications set forth above, the transfer of such applications accompanies, the transfer of



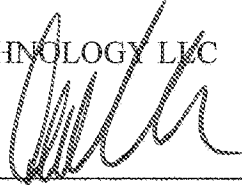
Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) 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
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by either of the parties. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.
 3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
 4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed, construed and enforced in accordance with the laws of the Florida, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. The parties hereby consent to the exclusive jurisdiction of the state or federal courts located in Florida and hereby waive any objection it may now or hereafter have to venue or to convenience of forum and agree that all disputes relating to or arising from the Trademark Assignment, or any other agreement or document referred to herein shall be heard and determined only in any such court.



IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

PNH TECHNOLOGY LLC

Signed: 

Name: Adam Shaffer

Title: Member

AGREED TO AND ACCEPTED:

PHELPS UNITED, LLC

By: 

Name: Adam Shaffer

Title: Member