

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JGW LENDING, LLC		05/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HELIUM TECHNOLOGY, INC.		
Street Address:	218 Main Street		
Internal Address:	#144		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98033		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5655578	STILT	
CORRESPONDENCE DATA			
Fax Number:	6099510824		
<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:	609-514-5981		
Email:	cnye@reedsmith.com		
Correspondent Name:	Lisa A. Chiarini, Reed Smith LLP		
Address Line 1:	506 Carnegie Center		
Address Line 2:	Suite 300		
Address Line 4:	Princeton, NEW JERSEY 08540		
NAME OF SUBMITTER:	Lisa A. Chiarini		
SIGNATURE:	/Lisa A. Chiarini/		
DATE SIGNED:	09/06/2023		
Total Attachments: 3			
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source=Helium_Technology_Inc._-Trademark_Assignment_Agreement_Execution_Copy#page2.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

FOR VALUE RECEIVED, JGW LENDING, LLC, a Delaware limited liability company (“Assignor”), hereby assigns to HELIUM TECHNOLOGY, INC., a Delaware corporation (“Assignee”), all of its rights, title and interest in and to those assets as set forth below. By this instrument, Assignor and Assignee do hereby agree as follows:

Recitals

A. Assignor is the owner of certain rights to the mark “STILT”, including the registration thereof before the United States Patent and Trademark Office (United States Trademark Registration No. 5655578) (the “Mark” and United States Trademark Registration No. 5655578, the “Registration”).

B. Assignor and Assignee are parties to that Asset Purchase Agreement (“APA”), dated as of on or about the date hereof, pursuant to which Assignor is transferring to Assignee all right, title, and interest in certain Assets (as defined in the APA), including the Mark and the Registration.

C. In connection with the APA, Assignor desires to assign to Assignee any and all rights that Assignor may have in the Mark, including right to use the Mark in connection with the same class of goods and services recited in the Registration and exert control over the nature and quality of the goods and services recited in the Registration.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Assignment of Mark. Assignor hereby assigns and transfers to Assignee, its successor and assigns, all of Assignor’s right, title, interest, goodwill, and rights to any/all business which is in any way relate to the Mark, including the Registration.

2. Assignment of Rights. Assignor hereby assigns and transfer to Assignee, its successors and assigns, any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past, present or future infringements of said Mark (including the Registration), together with the right to sue and recover thereof, including the right to bring suit in its own name, and to receive, retain, hold and enjoy for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, any and all damages, profits or other recoveries or compensation on account thereof or resulting therefrom.

3. Duty to Cooperate. Assignor and Assignee shall cooperate and do all things that are reasonably necessary to facilitate the assignment, including without limitation the signing of any collateral documents needed to obtain the consents required by this Assignment Agreement.

4. Miscellaneous Provisions.

a. Binding Effect. This instrument and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

b. Disclaimer. All rights and interests created by this instrument are exclusive to the parties hereto, their successors and assigns. No right, title, interest or cause of action is created for or inures to the benefit of any other person or entity hereunder.

c. No Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.

d. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall remain in full force and effect and enforceable.

e. Notices. All notices or other communications or deliveries provided for under this instrument shall be given as provided hereunder.

f. Governing Law. This instrument shall be interpreted, construed and governed according to the laws of the State of Delaware.

g. Counterparts. This instrument may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be but one and the same instrument.

h. Modification. This instrument may be modified only by a written agreement signed by each of the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed and made effective this instrument on May 17, 2023.

ASSIGNOR:

HELIUM TECHNOLOGY, INC.

DocuSigned by:
Rohit Mittal
By: _____
Name: Rohit Mittal
Title: CEO

ASSIGNEE:

JGW LENDING, LLC

DocuSigned by:
Lori Lasher
By: _____
Name: Lori Lasher
Title: EVP