

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM844108

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EDGEPRESENCE, LLC		04/07/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBIQUITY EDGE, LLC		
<b>Street Address:</b>	121 W. TRADE ST.		
<b>Internal Address:</b>	STE. 1275		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6434906	EDGEPOD	
<b>Registration Number:</b>	6005080	EDGEPRESENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9374436635		
<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>			
<b>Phone:</b>	9374436600		
<b>Email:</b>	ipdocket@thompsonhine.com		
<b>Correspondent Name:</b>	THOMPSON HINE LLP		
<b>Address Line 1:</b>	10050 Innovation Drive		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Dayton, OHIO 45342-4934		
<b>NAME OF SUBMITTER:</b>	Ann M. Girardot		
<b>SIGNATURE:</b>	/Ann M. Girardot/		
<b>DATE SIGNED:</b>	10/06/2023		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this “*Assignment*”), effective as of April 7, 2023 (the “*Effective Date*”), is made by and between EDGEPRESENCE, LLC, a Florida limited liability company (the “*Assignor*”), and UBIQUITY EDGE, LLC, a Delaware limited liability company (the “*Assignee*”). Assignor and Assignee hereinafter, collectively, the “*Parties*”, and, individually, a “*Party*”.

WHEREAS, Assignor is the owner of all rights, titles, and interests, throughout the world, in and to all of the trademarks, service marks, brands, certification marks, collective marks, trade names, business names, fictitious business names, designs, logos, taglines, slogans, trade dress, devices, symbols, and other indicia of source or origin, and all registrations, applications for registration, recordations, amendments, certificates of correction, extensions, and renewals thereof or therefor, in each case as listed on Schedule A hereto (collectively, the “*Trademark Assets*”), and all of the goodwill associated with the use of, and symbolized by, any of the Trademark Assets, and all other rights, titles, and interests set forth hereinbelow;

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of April 7, 2023, entered into by and between Assignor and Assignee, Assignor agreed to sell, transfer, convey, assign, and deliver to Assignee, among other assets, certain intellectual property of Assignor, and to execute and deliver this Assignment; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, all of Assignor’s rights, titles, and interests, throughout the world, in and to all Trademark Assets, all of the goodwill associated with the use of and symbolized by the Trademark Assets, and all other rights, titles, and interests set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual promises and covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s rights, titles, and interests, throughout the world, in and to the following (collectively, the “*Assigned Trademark Rights*”): (a) all Trademark Assets, together with all of the goodwill associated with the use of, and symbolized by, any and all of the Trademark Assets (and, further, with respect to each United States intent-to-use application for any mark (as listed on Schedule A hereto), the assignment, transfer, conveyance, and delivery hereunder of any such intent-to-use application includes or otherwise accompanies the assignment, transfer, conveyance, and delivery of at least that portion of Assignor’s business to which such mark pertains, which business is ongoing and existing); (b) all applications for registration which have been or may be filed in the United States, internationally or in any foreign country(ies), for or in connection with, or that otherwise claim or may claim priority to or the benefit of, any of the Trademark Assets, and all registrations issuing therefrom in the United States, internationally, and in any foreign country(ies), and all recordations, amendments, certificates of correction, extensions, and renewals thereof or therefor; (c) all rights to file, prosecute, receive, and secure, exclusively and directly in the name of Assignee, each of the Trademark Assets, registrations, applications for registration, recordations, amendments, certificates of correction, extensions, and renewals referenced in Sections 1(a) and 1(b) hereof, and to claim any benefits, priority rights, or other rights to which any of the foregoing are or may be entitled, in each case under the trademark laws of the United States, the trademark laws of any foreign country(ies), the Paris Convention for the Protection of Industrial Property, the Madrid Protocol, or any other international agreement, treaty, law or convention, or the domestic rules, laws, statutes, or regulations of any country(ies); and (d) all of Assignor’s other rights, titles, interests, privileges, and protections of any kind or nature whatsoever, that, in each case, have accrued, are accruing, or may

accrue under any of the foregoing pursuant to any applicable law, rule, statute, regulation, convention, or treaty, and that, in each case, existed, exists, or may come into existence, anywhere in the world.

2. Assignor hereby irrevocably assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's rights, titles, and interests, throughout the world, to sue or to bring any action or to assert any claim, whether at law or in equity, against any person(s) or entity(ies) with regard to any of the Assigned Trademark Rights (including, without limitation, for past, present, or future infringement, misappropriation, violation, or unauthorized use of any of the Assigned Trademark Rights), to obtain injunctive relief therefor, and to recover or collect royalties, damages, and profits in connection therewith.

3. All Assigned Trademark Rights are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by Assignor had this Assignment not been made. At the request of Assignee or its successors or assigns, Assignor shall: (a) execute and deliver, and cause to be executed and delivered, to Assignee (or any of its successors or assigns) all lawful documents (including, without limitation, any and all petitions, affidavits, declarations, oaths, assignments, affirmations of assignment, powers of attorney, deeds, bills of sale, instruments of assumption, instruments of recordation, or other instruments, in form and in substance as reasonably requested by Assignee (or any of its successors or assigns)), (b) furnish to Assignee (and, as applicable, any of its successors or assigns) all facts relating to the Assigned Trademark Rights and all file histories therefor, and all documents, information, specimens, and other evidence establishing or otherwise pertaining to the use of any of the Assigned Trademark Rights; and (c) fully cooperate with and otherwise assist Assignee (and, as applicable, any of its successors or assigns) in any proceedings relating to any such Assigned Trademark Rights (including, without limitation, by providing any documents, testimony, or other evidence in any such proceedings), whether before the United States Patent and Trademark Office, any foreign office, any governmental office or administrative agency, or any other legal entity or body whatsoever.

4. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, coupled with an interest, to act for and on its behalf and in its stead to execute and file any documents and to do all other lawfully permitted acts to effect, evidence, affirm, perfect, register, or record Assignee's rights under this Assignment, with the same legal force and effect as if executed by Assignor or any of its successors, legal representatives, or assigns. To that end, Assignor hereby grants Assignee and its duly authorized representatives the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, any foreign office, any governmental office or administrative agency, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment.

5. Assignor hereby authorizes and requests the United States Commissioner for Trademarks, and all similarly situated foreign officials, to issue any and all registration(s) resulting from any and all application(s) for registration (of, for, or otherwise pertaining to, any of the Assigned Trademark Rights) to Assignee, pursuant to the terms of this Assignment.

6. Assignor hereby covenants that it has the full right and authority to assign, transfer, convey, and deliver to Assignee the Assigned Trademark Rights, and that Assignor has not executed, and will not execute, any agreement(s) in conflict herewith. To that end, Assignor hereby further covenants that the Assigned Trademark Rights are not encumbered by any grant, license, or other right heretofore given. To the extent any of the Assigned Trademark Rights have been sold, assigned, transferred, conveyed, or delivered to Assignee via another instrument, this Assignment shall operate as an affirmation of such sale, assignment, transfer, conveyance, or delivery of the Assigned Trademark Rights to Assignee.

7. This Assignment, and the rights, titles, interests, duties, and obligations hereunder, are freely assignable by Assignee in whole or in part. The duties and obligations of Assignor under this Assignment may not be assigned, delegated, or transferred without the prior written consent of Assignee. This Assignment shall inure to the benefit of Assignee and its successors, assigns, and other legal representatives, and shall be binding upon Assignor and its successors, assigns, and other legal representatives.

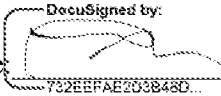
8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution and delivery of counterparts of this Assignment, whether by facsimile or by scanned and emailed signatures or by original manual signature, and regardless of the variation in pagination or appearance, shall be binding upon the Parties executing this Assignment.

Signatures follow:

IN WITNESS WHEREOF, the Parties have caused this Assignment of Trademark Rights to be executed by and through their respective duly authorized representatives as of the dates set forth below.

**ASSIGNOR**

**EDGEPRESENCE, LLC**

Signature:  DocuSigned by:  
732EEFAE203B48D...

Print Name: Douglas Recker

Title: President

Date: 4/7/2023

**ASSIGNEE**

**UBIQUITY EDGE, LLC**

Signature: \_\_\_\_\_

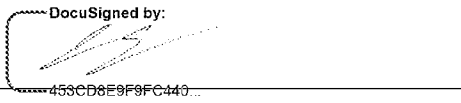
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNEE**

**UBIQUITY EDGE, LLC**


Signature:  DocuSigned by:  
453CD8E9F9FC440...

Print Name: Jamie Earp

Title: Chief Executive Officer

Date: \_\_\_\_\_

**SCHEDULE A**

Country	Mark	Owner	App. No./ App. Date	Reg. No./ Reg. Date
US	EDGEPOD	EdgePresence, LLC	88/120,256 9/17/2018	6,434,906 7/27/2021
U.S.	EDGEPRESENCE	EdgePresence, LLC	88/146,850 10/8/2018	6,005,080 3/10/2020
unregistered		EdgePresence, LLC	-	-