

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM858868

<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>
UNIVERSAL CHAIN GROUP, INC.		12/04/2023	Corporation: COLORADO
UNIVERSAL CHAIN COMPANIES, INC.		12/04/2023	Corporation: COLORADO
UNIVERSAL CHAIN OF ARIZONA, INC.		12/04/2023	Corporation: ARIZONA
UNIVERSAL CHAIN OF CALIFORNIA, INC.		12/04/2023	Corporation: CALIFORNIA
UNIVERSAL CHAIN OF COLORADO, INC.		12/04/2023	Corporation: COLORADO
UNIVERSAL CHAIN OF FLORIDA, LLC		12/04/2023	Limited Liability Company: FLORIDA
UNIVERSAL CHAIN OF GEORGIA, LLC		12/04/2023	Limited Liability Company: GEORGIA
UNIVERSAL CHAIN OF MARYLAND, LLC		12/04/2023	Limited Liability Company: MARYLAND
UNIVERSAL CHAIN OF MISSOURI, LLC		12/04/2023	Limited Liability Company: MISSOURI
UNIVERSAL CHAIN OF NEBRASKA, LLC		12/04/2023	Limited Liability Company: NEBRASKA
UNIVERSAL CHAIN OF OKLAHOMA, LLC		12/04/2023	Limited Liability Company: OKLAHOMA
UNIVERSAL CHAIN OF VIRGINIA, LLC		12/04/2023	Limited Liability Company: VIRGINIA
UNIVERSAL CHAIN OF TEXAS, LLC		12/04/2023	Limited Liability Company: TEXAS
FREIGHTSMITH, LLC		12/04/2023	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ECLIPSE ADVANTAGE, LLC		
<b>Street Address:</b>	6905 N. Wickham Road, Suite 405		
<b>City:</b>	Melbourne		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32940		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		

OP \$40.00 6998028

**PROPERTY NUMBERS Total: 1**

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	6998028	FREIGHTSMITH

**CORRESPONDENCE DATA**

**Fax Number:** 3128637806

*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:** 3128637198

**Email:** nancy.brougher@goldbergkohn.com

**Correspondent Name:** Nancy J. Brougher, Paralegal

**Address Line 1:** c/o Goldberg Kohn Ltd.

**Address Line 2:** 55 East Monroe, Suite 3300

**Address Line 4:** CHICAGO, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 7213.015

**NAME OF SUBMITTER:** Nancy Brougher

**SIGNATURE:** /njb/

**DATE SIGNED:** 12/06/2023

**Total Attachments: 14**

source=UChain IP Assignment Agreement#page1.tif  
source=UChain IP Assignment Agreement#page2.tif  
source=UChain IP Assignment Agreement#page3.tif  
source=UChain IP Assignment Agreement#page4.tif  
source=UChain IP Assignment Agreement#page5.tif  
source=UChain IP Assignment Agreement#page6.tif  
source=UChain IP Assignment Agreement#page7.tif  
source=UChain IP Assignment Agreement#page8.tif  
source=UChain IP Assignment Agreement#page9.tif  
source=UChain IP Assignment Agreement#page10.tif  
source=UChain IP Assignment Agreement#page11.tif  
source=UChain IP Assignment Agreement#page12.tif  
source=UChain IP Assignment Agreement#page13.tif  
source=UChain IP Assignment Agreement#page14.tif

## IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “*IP Assignment Agreement*”), dated December 4, 2023 (the “**Effective Date**”), is made by and among Eclipse Advantage, LLC (the “*Buyer*” or the “*Assignee*”), Universal Chain Companies, Inc., a Colorado corporation (“*UChain*”), and each of the UChain subsidiaries listed on Schedule 1 attached hereto (collectively, the “*UChain Subsidiaries*”, and together with UChain, the “*Assignors*” and each, an “*Assignor*”). Each of the Assignors and the Assignee are sometimes individually referred to herein as a “*Party*” and are sometimes collectively referred to herein as the “*Parties*”. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined herein).

### RECITALS

WHEREAS, Assignee, Assignors, Joseph Curry and Doug White entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which Assignors have agreed to sell, transfer, convey, assign and deliver all of Assignors’ rights, title and interests in, to and under the Acquired Intellectual Property (collectively, the “*Assigned Intellectual Property Rights*”) to Assignee, and Assignee has agreed to purchase, take delivery of and acquire all of Assignors’ rights, title and interests in, to and under the Assigned Intellectual Property Rights; and

WHEREAS, in accordance with the Purchase Agreement, Assignors and Assignee have agreed to enter into this IP Assignment Agreement to effect the transfer to Assignee of all of Assignors’ rights, title and interests in, to and under the Assigned Intellectual Property Rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I ASSIGNMENT

1.1 Assignment of Assigned Intellectual Property Rights. Assignors hereby irrevocably sell, assign, convey and transfer, and agree to assign, convey and transfer, to Assignee, and Assignee hereby receives and accepts, all of Assignors’ worldwide rights, title and interests in, to and under the Assigned Intellectual Property Rights and (i) all rights of any kind whatsoever of Assignors accruing under any of the Assigned Intellectual Property Rights provided by applicable Laws, including all moral rights and rights to apply for intellectual property registrations throughout the world with full benefit of such priority as may now or hereafter be granted to it by applicable Law, treaty or other international convention; (ii) all rights to receive and collect royalties, fees, income, payments and other proceeds now or hereafter due and payable with respect to any of the Assigned Intellectual Property Rights; (iii) any and all claims and causes of action with respect to any of the Assigned Intellectual Property Rights, whether accruing before, on and/or after the date hereof, including the right to sue, enforce, claim remedies, and recover profits, damages, restitution and injunctive and other legal and equitable relief for all past, present and future infringements or other unauthorized use of any Assigned Intellectual Property Rights,

with the right but no obligation to sue for such legal and equitable relief and to enforce and collect, or otherwise recover, any such damages; and (iv) the right to prosecute and maintain any of the Assigned Intellectual Property Rights, including the rights to prosecute and make claims of priority to any of the Assigned Intellectual Property Rights or any other Intellectual Property rights to which a claim of priority is made by any of the Assigned Intellectual Property Rights. The Parties shall also execute the Trademark Assignment Agreement attached hereto as Exhibit A, which Assignee may file with the appropriate Governmental Authority.

1.2 Further Action. Following the date of this IP Assignment Agreement, upon Assignee's reasonable request and for no further consideration, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution, acknowledgement, and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, maintain, enforce or perfect the full benefits, enjoyment, and rights, title and interest of the Assigned Intellectual Property Rights, including for the assignment of the Assigned Intellectual Property Rights to Assignee, or any assignee or successor thereto. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this IP Assignment Agreement, Assignors hereby designate and appoint Assignee, or a duly authorized officer and agent and attorney in fact of Assignee, which appointment is coupled with an interest, to act for and in its or their behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignors. Assignors hereby waive any and all claims, of any nature whatsoever, which Assignors now or may hereafter have for infringement of any Assigned Intellectual Property Rights or derivative work or improvements thereto.

1.3 Authorization. Assignors hereby authorize and request any applicable Governmental Authority and/or registrar necessary, to: (i) issue any patents, trademarks, or other Intellectual Property Rights in the name of Assignee, and (ii) to record Assignee, as the assignee and owner of the Assigned Intellectual Property Rights.

1.4 Delivery. To the extent not already in the possession of Assignee, Assignors agree to deliver to Assignee, upon the Effective Date, any and all tangible (hard copy or electronic) manifestations of the Software included as part of the Assigned Intellectual Property Rights, including, without limitation, all source code, documentation, notes, and other property.

## ARTICLE II MISCELLANEOUS

2.1 Subject to Purchase Agreement. This IP Assignment Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement. In the event of any conflict between this IP Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

2.2 Governing Law. This IP Assignment Agreement, and any other claims that arise out of or result from the transactions contemplated hereby, shall be governed by and construed in

accordance with the Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

2.3 Entire Agreement. The Purchase Agreement and this IP Assignment Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. This IP Assignment Agreement shall not be modified except by a written agreement dated subsequent to the date of this IP Assignment Agreement and signed on behalf of each Party by their respective duly authorized representatives.

2.4 Binding Effect. This IP Assignment Agreement shall be binding upon and enforceable against the Assignors and the Assignors' successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns. Prior to the Closing, no Party to this IP Assignment Agreement may assign any of its rights or delegate any of its obligations under this IP Assignment Agreement, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment in violation of this IP Assignment Agreement is void.

2.5 Severability. Any term or provision of this IP Assignment Agreement that is invalid or unenforceable will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

2.6 Counterparts. This IP Assignment Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimiles or other electronic copies of signatures shall be deemed to be originals.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this IP Assignment Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**UCHAIN:**

**UNIVERSAL CHAIN GROUP, INC.**

By: Joseph Curry  
Joseph Curry (Jan 2, 2025 12:59:12)  
Name: Joseph Curry  
Title: Chief Operating Officer

*[Signature Page to IP Assignment Agreement]*

**TRADEMARK**  
**REEL: 008280 FRAME: 0006**

IN WITNESS WHEREOF, the Parties have caused this IP Assignment Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**UCHAIN SUBSIDIARIES:**

**UNIVERSAL CHAIN COMPANIES, INC.**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF CALIFORNIA, INC.**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF FLORIDA, LLC**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF MARYLAND, LLC**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF NEBRASKA, LLC**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF VIRGINIA, LLC**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

**FREIGHTSMITH, LLC**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF ARIZONA, INC.**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF COLORADO, INC.**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF GEORGIA, LLC**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF MISSOURI, LLC**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF OKLAHOMA, LLC**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF TEXAS, LLC**

By: Joseph Curry  
Name: Joseph Curry  
Title: Chief Operating Officer

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**ASSIGNEE:**

**ECLIPSE ADVANTAGE, LLC**

By:  \_\_\_\_\_  
Name: Brian Kares  
Title: Chief Executive Officer

*[Signature Page to IP Assignment Agreement]*

**TRADEMARK**  
**REEL: 008280 FRAME: 0008**



**SCHEDULE 1**

UChain Subsidiaries

1. Universal Chain Group, Inc.
2. Universal Chain of Arizona, Inc.
3. Universal Chain of California, Inc.
4. Universal Chain of Colorado, Inc.
5. Universal Chain of Florida, LLC
6. Universal Chain of Georgia, LLC
7. Universal Chain of Maryland, LLC
8. Universal Chain of Missouri, LLC
9. Universal Chain of Nebraska, LLC
10. Universal Chain of Oklahoma, LLC
11. Universal Chain of Virginia, LLC
12. Universal Chain of Texas, LLC
13. FreightSmith, LLC

[Schedule 1 – IP Assignment Agreement]

## EXHIBIT A

### U.S. TRADEMARK ASSIGNMENT

This U.S. Trademark Assignment Agreement (this “*Trademark Assignment*”), dated December 4, 2023, is made by and among Eclipse Advantage, LLC (the “*Buyer*” or the “*Assignee*”), and Universal Chain Companies, Inc., a Colorado corporation (“*UChain*”), each of the UChain subsidiaries listed on Schedule 1 attached hereto (collectively, the “*UChain Subsidiaries*”, and together with UChain, the “*Assignors*” and each, an “*Assignor*”). Each of the Assignors and the Assignee are sometimes individually referred to herein as a “*Party*” and are sometimes collectively referred to herein as the “*Parties*”.

WHEREAS, Assignors are the owners of all rights, title and interests in and to the Assigned Trademarks (as defined below); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignors, Assignee, Joseph Curry and Doug White, Assignors have agreed to assign to Assignee all rights, title, and interests in and to certain assets, including the Assigned Trademarks and all associated goodwill; and

WHEREAS, Assignors wish to assign to Assignee, and Assignee wishes to accept, all rights, title and interests in and to the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, each intending to be legally bound, hereby agree as follows:

#### 1. ASSIGNED TRADEMARKS

The term “*Assigned Trademarks*” means the trademarks, service marks, service names, trade dress, trade names, logos, symbols, corporate names and other source or business identifiers set forth on Schedule 2 attached hereto, and all registrations, applications, renewals or extensions of the foregoing.

#### 2. ASSIGNMENT

Assignors hereby irrevocably sell, assign, convey and transfer, and agree to assign, convey and transfer, to Assignee, and Assignee hereby accepts, all of Assignors’ worldwide rights, title and interests in, to and under the Assigned Trademarks and all registrations, applications for registrations thereof, together with all goodwill associated with the Assigned Trademarks and the goodwill of the business connected to and symbolized by the Assigned Trademarks and all common law rights in and to the Assigned Trademarks, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Trademark Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter with respect to the Assigned Trademarks, and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for, enforce and collect the same for Assignee’s own use and enjoyment and for the

use and enjoyment of its successors or assigns, and any other rights, privileges, claims and causes of action in respect of the Assigned Trademarks, free and clear of any liens or indebtedness.

### **3. FURTHER ACTIONS**

Following the date of this Trademark Assignment, upon Assignee's reasonable request and for no further consideration, Assignors 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, enforce or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

### **4. RECORDATION**

Assignors hereby authorize and request the Commissioner of the United States Patent and Trademark Office, and any other applicable governmental entity and/or registrar necessary, to register this Trademark Assignment and record Assignee, as the assignee and owner of the Assigned Trademarks.

### **5. SEVERABILITY**

Any term or provision of this Trademark Assignment that is invalid or unenforceable will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

### **6. GOVERNING LAW**

This Trademark Assignment, and any other claims that arise out of or result from the transactions contemplated hereby, shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

**UCHAIN:**

**UNIVERSAL CHAIN GROUP, INC.**

By: Joseph Curry  
Joseph Curry (Dec 2, 2022 10:00 AM)  
Name: Joseph Curry  
Title: Chief Operating Officer

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

**UCHAIN SUBSIDIARIES:**

**UNIVERSAL CHAIN COMPANIES, INC.**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF CALIFORNIA, INC.**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF FLORIDA, LLC**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF MARYLAND, LLC**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF NEBRASKA, LLC**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF VIRGINIA, LLC**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

**FREIGHTSMITH, LLC**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF ARIZONA, INC.**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF COLORADO, INC.**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF GEORGIA, LLC**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF MISSOURI, LLC**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF OKLAHOMA, LLC**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

**UNIVERSAL CHAIN OF TEXAS, LLC**

By: Joseph Curry  
Joseph Curry (Dec 3, 2023 15:30 MST)  
Name: Joseph Curry  
Title: Chief Operating Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

**ASSIGNEE:**

**ECLIPSE ADVANTAGE, LLC**

By:  \_\_\_\_\_

Name: Brian Kares

Title: Chief Executive Officer

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 008280 FRAME: 0014**

**SCHEDULE 1**

UChain Subsidiaries

1. Universal Chain Group, Inc.
2. Universal Chain of Arizona, Inc.
3. Universal Chain of California, Inc.
4. Universal Chain of Colorado, Inc.
5. Universal Chain of Florida, LLC
6. Universal Chain of Georgia, LLC
7. Universal Chain of Maryland, LLC
8. Universal Chain of Missouri, LLC
9. Universal Chain of Nebraska, LLC
10. Universal Chain of Oklahoma, LLC
11. Universal Chain of Virginia, LLC
12. Universal Chain of Texas, LLC
  
1. FreightSmith, LLC

[Schedule 1 – Trademark Assignment]

**SCHEDULE 2 TO EXHIBIT A**

**Assigned Trademarks**

<b>Trademark</b>	<b>Registered owner</b>	<b>Jurisdiction</b>	<b>Registration number</b>	<b>Date of registration</b>	<b>Status</b>
FREIGHTSMITH	FreightSmith, LLC	U.S.	6998028	March 7, 2023	Registered