

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862236

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900814160

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Purkey's Fleet Electric, Inc.		10/31/2019	Corporation: ARKANSAS

RECEIVING PARTY DATA

Name:	MCE Purkey's FE, LLC
Street Address:	1580 Sunflower Ave Suite 100
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5357988	SOLAR DASH CHARGING SYSTEM
Registration Number:	5338305	CAPACITOR ACTUATED PORTABLE STARTER CAPS
Registration Number:	5338303	DUAL SHIELD LOW VOLTAGE DISCONNECT
Registration Number:	5231983	PURKEYS
Registration Number:	5231970	BOSS
Registration Number:	5231969	PURKEYS DIRECT LIFTGATE CHARGING SYSTEM
Registration Number:	5231964	PURKEYS SELECT LIFTGATE CHARGING SYSTEM
Registration Number:	5231962	SOLAR BOLT CHARGING SYSTEM
Registration Number:	5231956	STATUS
Registration Number:	5231950	TAPS TRAILER AUXILIARY POWER SYSTEM
Registration Number:	6225055	SAFEFREIGHT
Registration Number:	6225057	ONE CONNECT NOSEBOX
Registration Number:	6225056	STEADY CHARGE

CORRESPONDENCE DATA

Fax Number: 9726283616

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: 9726283600

Email: trademarks@munckwilson.com
Correspondent Name: Amanda K. Greenspon
Address Line 1: P.O. Drawer 800889
Address Line 2: Docket Clerk
Address Line 4: Dallas, TEXAS 75380

ATTORNEY DOCKET NUMBER: NEWM04

NAME OF SUBMITTER: Amanda K. Greenspon

SIGNATURE: /AKG/

DATE SIGNED: 12/19/2023

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and delivered this October 31, 2019, by **Purkey's Fleet Electric, Inc.** ("Assignor"), for the benefit of **MCE Purkey's FE, LLC** ("Assignee" and together with Assignor, the "Parties").

WHEREAS, this Assignment is delivered pursuant to the terms of that certain Asset Purchase Agreement, dated as of October 31, 2019, by and among the Parties and certain other parties thereto, as amended (the "Purchase Agreement"), pursuant to which Assignor has agreed to, among other things, assign and transfer to Assignee, and Assignee desires to accept and assume from Assignor, Assignor's entire right, title and interest in and to the Assigned Intellectual Property (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Capitalized Terms. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. The following terms shall have the following meanings:

a. "Assigned Intellectual Property" means the Purchased Intellectual Property owned by Assignor, including, for the avoidance of doubt, the Marks and the Patents listed on Schedule A hereto.

b. As defined in the Purchase Agreement (reproduced here for convenient reference), "Intellectual Property" means all right, title and interest in or relating to intellectual property, whether protected, created or arising under the laws of the United States or any other jurisdiction, including: (i) all patents, utility models and industrial designs and applications for any of the foregoing, including all provisionals, continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations, renewals and extensions thereof (collectively, "**Patents**"); (ii) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof (collectively, "**Marks**"); (iii) all Internet domain names and social media accounts; (iv) all works of authorship, copyrights and mask works, database rights and design rights, whether or not registered or published, all registrations and recordations thereof and all applications in connection therewith, along with all reversions, extensions and renewals thereof and all moral rights associated therewith; (v) trade secrets and other proprietary and confidential information; (vi) all intellectual property rights arising from or relating to Technology; (vii) all Software; (viii) all rights recognized under applicable Law that are equivalent or similar to any of the foregoing; and (ix) all rights to sue for past,

present and future infringement or other violation of any of the foregoing. “**Software**” means, except to the extent generally available for purchase from a third Person, any and all (i) computer programs, including any and all software and firmware implementations of algorithms, models and methodologies, whether in source code or object code; and (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise

c. “Purchased Intellectual Property” means (i) all Intellectual Property owned by Seller and used exclusively in connection with the Business and not in connection with any other business of Seller or their Affiliates, including those Patents, Marks and other Intellectual Property listed on Schedule 5.10(a)(i) of the Purchase Agreement and (ii) all Intellectual Property owned by Seller and listed on Schedule 5.10(a)(ii) of the Purchase Agreement.

2. Assignment. Assignor confirms the assignment of, and does hereby sell, assign, transfer, convey and deliver to Assignee, its successors and assigns, Assignor’s entire right, title and interest in and to the Assigned Intellectual Property. The foregoing assignment of Assigned Intellectual Property includes all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and misappropriation and any other rights relating to any of the foregoing, subject to the terms and conditions of the Purchase Agreement.

3. Registrations. Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office, and directors of equivalent foreign patent offices, to issue any and all letters, patent and trademark registrations which may be granted upon said Assigned Intellectual Property, or upon any improvements thereto, or any parts thereof, when granted, to Assignee.

4. Conflict. This Assignment is subject to all of the terms and conditions of the Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. Successors and Assigns. This Assignment shall be binding upon each of the Parties hereto and their respective successors and permitted assigns.

6. Entire Agreement. This Assignment, the Purchase Agreement and the other agreements and instruments delivered by the Parties pursuant to the Purchase Agreement are the complete and exclusive statement of the agreement between the Parties and supersede all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter of this Assignment. This Assignment may not be modified or altered except by written instrument duly executed by each of the Parties.

7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, as applied to contracts made and performed entirely in such State without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction.

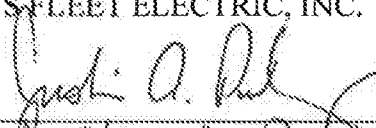
8. Counterparts. This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

9. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall 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 or in any other jurisdiction.

IN TESTIMONY WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

PURKEY'S FLEET ELECTRIC, INC.

By: 
Name: Justin A. Purkey
Title: President

ASSIGNEE

MCE PURKEY'S FE, LLC

By: _____
Name: _____
Title: _____

7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, as applied to contracts made and performed entirely in such State without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction.

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IN TESTIMONY WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.


ASSIGNOR:

PURKEY'S FLEET ELECTRIC, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE

MCE PURKEY'S FE, LLC

By:  _____
Name: Kevin Moschetti _____
Title: President _____

Trademark	Status
Solar Dash Charging System	Registered
Capacitor Actuated Portable Starter (CAPS)	Registered
Dual Shield Low Voltage Disconnect	Registered
PAC Pack Accelerated Charger	Registered
Purkeys	Registered
Boss	Registered
Purkeys Direct Liftgate Charging System	Registered
Purkeys Select Liftgate Charging System	Registered
Solar Bolt Charging System	Registered
Status	Registered
TAPS Trailer Auxiliary Power System	Registered
Safefreight	Pending
One Connect Nosebox	Pending
Steadycharge	Pending
Maxcharge	Pending
Dynabalance	Pending