

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM865059

<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>
Liberty Coin, LLC		12/31/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Liberty Coin LLC		
<b>Street Address:</b>	11925 N. Stemmons Freeway, Suite 180		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75234		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5332426	LIBERTY COIN	
<b>Registration Number:</b>	5332425	LIBERTY C · O · I · N LIB 1988	
<b>Registration Number:</b>	5319910	LIBERTY C · O · I · N LIB 1988	
<b>Registration Number:</b>	5215921	LIBERTY COIN & CURRENCY	
<b>Registration Number:</b>	5215922	LIBERTY COIN & CURRENCY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	415-983-1234		
<b>Email:</b>	sftrademarks@pillsburylaw.com		
<b>Correspondent Name:</b>	Sam E. Iverson		
<b>Address Line 1:</b>	P.O. Box 2824		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94126-2824		
<b>ATTORNEY DOCKET NUMBER:</b>	63239-000001		
<b>NAME OF SUBMITTER:</b>	Sam E. Iverson		
<b>SIGNATURE:</b>	/Sam E. Iverson/		
<b>DATE SIGNED:</b>	01/02/2024		

CH \$140.00 5332426

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “**Agreement**”), effective as of December 31, 2023 (the “**Effective Date**”), is by and between Liberty Coin, LLC, a California limited liability company (“**Assignor**”), and Liberty Coin LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 31, 2023 (the “**Purchase Agreement**”), pursuant to which, effective as of the Closing Date, Assignor has agreed to assign all of its right, title and interest in the Purchased Assets, including all Transferred Intellectual Property, to Assignee, subject to the terms and conditions set forth therein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest worldwide in and to the following:

- a. the trademarks, trade names, service marks and/or trade dress listed on Schedule A attached hereto, including any trademark applications and registrations, all common law trademark rights, all domain names, and the goodwill symbolized by and associated with the use of the same, together with all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement and receive all damages, payments and costs and fees associated therewith (collectively, the “**Trademarks**”).
- 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. Assignor hereby authorizes and requests the United States Patent & Trademark Office (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Trademarks and to issue any and all Trademarks to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Actions. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignments set forth herein (“**Supporting Documents**”). If Assignor fails or refuses to execute any Supporting

Documents, or take such further actions, Assignor hereby agrees, for itself and its successors, assigns and transferees, to the fullest extent permitted by law, that any officer or director of Assignee, and of any successor or assignee of Assignee, shall be, and are hereby, irrevocably appointed Assignor's attorney-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect, evidence or enforce the assignment set forth in Section 1 above.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants and agreements relating to the Purchased Assets, are incorporated herein by reference. The parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission (including DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of the date first above written.

**ASSIGNOR:**

**LIBERTY COIN, LLC, a California  
limited liability company**

By:   
Name: James Foster  
Title: Chief Executive Officer

**ASSIGNEE:**

**LIBERTY COIN LLC, a Delaware limited  
liability company**

By: \_\_\_\_\_  
Name: John Woodlock  
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of the date first above written.

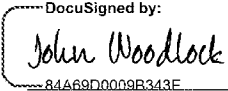
**ASSIGNOR:**

**LIBERTY COIN, LLC, a California  
limited liability company**


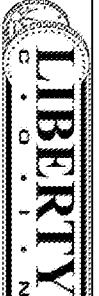
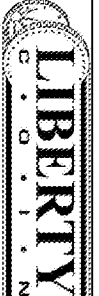

By: \_\_\_\_\_  
Name: James Foster  
Title: Chief Executive Officer

**ASSIGNEE:**

**LIBERTY COIN LLC, a Delaware limited  
liability company**

By:  \_\_\_\_\_  
Name: John Woodlock  
Title: Chief Executive Officer

**Schedule A**  
**Trademark Registrations & Pending Applications**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Owner</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Class</b>	<b>Image</b>
<b>LIBERTY COIN</b>	United States	Registered	Liberty Coin LLC	5332426	2017-11-14	36	
<b>LIBERTY C · O · I · N LIB 1988</b>	United States	Registered	Liberty Coin LLC	5332425	2017-11-14	36	
<b>LIBERTY C · O · I · N LIB 1988</b>	United States	Registered	Liberty Coin LLC	5319910	2017-10-31	36	
<b>LIBERTY COIN &amp; CURRENCY</b>	United States	Registered	Liberty Coin LLC	5215921	2017-06-06	36	
<b>LIBERTY COIN &amp; CURRENCY</b>	United States	Registered	Liberty Coin LLC	5215922	2017-06-06	36	