

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI162039

<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>
Barsala International Inc.		03/21/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Landing IP LLC		
<b>Street Address:</b>	9 20th St N		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35203		
<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>	6935127	BARSALA	
<b>Registration Number:</b>	6935160	B	
<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>	2565621163		
<b>Email:</b>	ipdocket@maynardnexsen.com		
<b>Correspondent Name:</b>	Brian T. Sattizahn		
<b>Address Line 1:</b>	655 Gallatin Street SW		
<b>Address Line 4:</b>	Huntsville, ALABAMA 35801		
<b>ATTORNEY DOCKET NUMBER:</b>	071109.00001		
<b>NAME OF SUBMITTER:</b>	SHANA EAST		
<b>SIGNATURE:</b>	SHANA EAST		
<b>DATE SIGNED:</b>	04/12/2024		
<b>Total Attachments: 5</b>			
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## IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “Agreement”), dated as of March 21, 2024, is entered into by and between Landing IP LLC, a Delaware limited liability company (“Landing”), and Barsala International, Inc., a Delaware corporation (“Seller”). Landing and Seller are each referred to in this Agreement as a “Party” and, together, as the “Parties”.

### RECITALS

A. Seller and Landing Newco, LLC, a Delaware limited liability company (“Buyer”) have entered into that certain Asset Purchase Agreement, dated as of March 21, 2024 (the “Purchase Agreement”), pursuant to which, among other things, Seller agreed to sell, convey, grant, assign, transfer, and deliver to Landing, and Landing agreed to purchase and acquire from Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller’s right, title, and interest in and to the Intellectual Property Rights included in the Purchased Assets.

B. The Parties are entering into this Agreement in order to evidence the sale, conveyance, grant, assignment, transfer, and delivery of the Intellectual Property Rights included in the Purchased Assets by Seller to Landing.

### AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

1. In consideration of the Purchase Price, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing and subject to the terms and conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, grants, assigns, transfers, and delivers to Landing, and Landing hereby purchases and acquires from Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller’s right, title, and interest in and to (i) the Intellectual Property Rights included in the Purchased Assets, (ii) the goodwill of the Business symbolized by the Intellectual Property Rights included in the Purchased Assets, (iii) any Proceeding related to the Intellectual Property Rights included in the Purchased Assets, whether accruing before, on, or after the Closing Date, including all rights to and claims for Damages, restitution, and injunctive relief and other legal and equitable relief for past, present, and future infringement, (iv) any common law rights of Seller to the Intellectual Property Rights included in the Purchased Assets, and (v) any moral rights and trade secrets of Seller embodied within the Intellectual Property Rights included in the Purchased Assets. Seller shall execute and deliver, at the reasonable request of Landing, such further instruments of sale, conveyance, grant, assignment, transfer, and delivery, and take such other actions, as Landing reasonably requests, to more effectively consummate the foregoing.

2. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, to record the assignment of any trademarks and trade names, whether registered or not, set forth on Exhibit A, and any works susceptible to copyright set forth on Exhibit A, of Seller to, and for the sole use and benefit of, Landing, its successors, assigns, nominees, and/or legal representatives. Seller hereby agrees that a copy of this Agreement is to be deemed a full legal and formal equivalent of any assignment, consent to file, or similar document that could be required in any country for any purpose and more particularly in proof of the right of Landing or its nominee to claim the benefit of the right of priority provided by any applicable international convention.

3. The terms of the Purchase Agreement, including Landing's and Seller's respective representations, warranties, covenants, agreements, and indemnities, are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

4. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, as to that jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner so that the Transactions be consummated as originally contemplated to the greatest extent possible.

5. This Agreement, as well as all matters in dispute between the Parties, whether arising from or relating to this Agreement or arising from or relating to alleged extra-contractual facts prior to, during, or subsequent to this Agreement, including fraud, misrepresentation, negligence, or any other alleged tort or violation of this Agreement, regardless of the legal theory upon which such matter is asserted, will be governed by, construed under, and enforced in accordance with the Legal Requirements of the State of Delaware (explicitly including the Delaware statute of limitations) without regard to any choice of laws or conflicts of laws provisions, rules, or principles that would require the application of any other Legal Requirements.

6. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT, WHETHER NOW OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EITHER PARTY IS PERMITTED TO FILE A COPY OF THIS SECTION 6 WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED FOR AGREEMENT BETWEEN THE PARTIES TO IRREVOCABLY WAIVE TRIAL BY JURY, AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THE PARTIES RELATING TO THIS AGREEMENT IS INSTEAD TO BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

7. The Parties are permitted to execute this Agreement in one or more counterparts, each of such counterparts is deemed to be an original copy of this Agreement and all of which, when taken together, are deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com and www.simplyagree.com) constitutes effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com and www.simplyagree.com) are deemed to be their original signatures for all purposes.

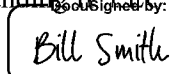
8. Capitalized terms used in this Agreement, but not defined in this Agreement, have the meanings given to such terms in the Purchase Agreement.

[Signature Page Follows]

As of the date first set forth above, each of the Parties, intending to be legally bound, has caused an authorized Representative of such Party to duly execute and deliver this Agreement on behalf of such Party.

BUYER:

Landing IP, LLC

By:  \_\_\_\_\_  
Name: Bill Smith  
Title: Chief Executive Officer

Seller:

Barsala International, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

As of the date first set forth above, each of the Parties, intending to be legally bound, has caused an authorized Representative of such Party to duly execute and deliver this Agreement on behalf of such Party.

BUYER:

Landing IP LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Seller:

Barsala International, Inc.

By: Michael Monu  
Name: Michael Monu  
Title: Chief Executive Officer

Exhibit A

Trademarks, Trade Names, and Copyrights

- All non-registered marks, service marks, trademarks, copyrights and patent rights in use by Barsala at the time of Closing, including but not limited to Barsala® Mark (US. Reg. 6935127) and Stylized B (US 6935160).