

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OnlineTechStores.com, Inc.		02/01/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Online Tech Stores, LLC		
Street Address:	500 Damonte Ranch Parkway, Suite 944		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89521		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4474297	SUPPLIESOUTLET.COM QUALITY PRINTER SUPPL	
CORRESPONDENCE DATA			
Fax Number:	8272185		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	775-827-2000		
Email:	phugiv@mclrenolaw.com		
Correspondent Name:	Procter Hug IV		
Address Line 1:	4785 Caughlin Parkway		
Address Line 4:	Reno, NEVADA 89519		
NAME OF SUBMITTER:	Procter Hug IV		
Signature:	/Procter Hug IV/		
Date:	02/07/2014		

OP \$40.00 4474297

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) dated as of February 1, 2014 (the “Effective Date”) is entered into by and among Online Tech Stores LLC, a Tennessee limited liability company (“Buyer”) and OnlineTechStores.com, Inc., a Nevada corporation (“Seller”) with reference to the following facts:

RECITALS

WHEREAS, the Buyer, Seller and certain other parties are parties to an Asset Purchase Agreement dated January 31, 2014 (“APA”), pursuant to which Seller has agreed to transfer to Buyer, and Buyer has agreed to acquire, certain assets, as set forth therein, including certain intellectual property assets, including the assets set forth herein;

WHEREAS, Seller is the owner of the United States trademarks and trademark applications, and domain names identified on the attached Exhibit A; and

WHEREAS, Buyer wishes to acquire from Seller, and Seller wishes to transfer to Buyer, all intellectual property and proprietary rights as defined herein.

ASSIGNMENT AGREEMENT

Based upon the above, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agrees as follows.

1. Definitions

For purposes of this Assignment, the following defined terms shall apply:

“Marks” shall mean: (a) the trademarks and trademark registrations set forth on Exhibit A attached hereto together with all renewals and extensions; (b) the right to apply for trademarks registrations relating to the foregoing, both in the United States and in foreign countries or regional offices, in one’s own name, including the right to claim any priority rights to which such applications are entitled under conventions, treaties, or otherwise; (c) any trademark resulting from any of the foregoing; (d) the goodwill associated with any of the foregoing; and (e) the right to sue for past infringement of any of the foregoing by any third party and all proceeds therefrom.

“Domain Names” means the domain name registrations set forth on Exhibit A attached hereto, together with all registrar agreements, renewals, and associated registrar services, along with any trademark rights and goodwill associated with any of the foregoing throughout the world.

“Fictitious Names” means the fictitious firm names Seller has applied for which are BatteryEdge.com, SuppliesOutlet.com, Supplies Wholesalers, CartridgesOvernight.com, BatteriesOvernight.com, and HiEnergyBatteries.com.

“OnlineTechStore Rights” means the Marks, Domain Names, and Fictitious names.

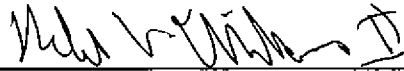
Other Definitions. Other capitalized terms not expressly defined herein shall have the meaning given in the APA.

2. Assignment. The Seller hereby assigns, sells, transfers, conveys, and delivers to Buyer, all of its right, title and interest, of every kind or nature owned or otherwise held by each, in and to the OnlineTechStore Rights. Seller hereby authorizes and requests the appropriate offices in any country to issue to Buyer, in its own name, any certification or registration of any proprietary rights, including copyrights, invention rights, design, or trademark, which may be granted in connection with the OnlineTechStore Rights, in accordance with this Agreement.
3. Further Actions.
 - a. Seller shall execute and deliver without further consideration any further application, assignment, or other documents and to perform such other lawful acts as Buyer, its successors and assigns may deem reasonably necessary to fully secure, maintain, record, perfect, and enforce its rights, title or interest as specified herein.
 - b. Buyer shall bear all costs of preparing confirmatory assignments and all assignment recordation fees associated with all of the foregoing assignments; provided however that Buyer shall not bear costs associated with Seller’s legal counsel; or for time spent by Seller personnel or signatories of such assignments.
 - c. Seller shall execute all paper and electronic documents, respond to any communications from Buyer or Buyer’s registrar, transfer all account authentication codes, credentials, and information, take any necessary actions, and otherwise cooperate as reasonably requested by Buyer, in order to ensure that the Domain Names are validly transferred to Buyer and/or such registrar or domain name account as Buyer may direct.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed as of the date and year first written above.

SELLER:

OnlineTechStores.com, Inc.

By 
Robert V. Willmes, II, President

BUYER:

Online Tech Stores LLC, a
Tennessee limited liability company

By _____

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed as of the date and year first written above.

SELLER:

OnlineTechStores.com, Inc.

By _____
Robert V. Willmes, Jr., President

BUYER:

Online Tech Stores LLC, a
Tennessee limited liability company

By _____


EXHIBIT A**PROPRIETARY RIGHTS SCHEDULE****Registered Trademark**

Trademark	Status	Registration No.	Registration Date
BATTERYEDGE.COM	Registered	3,821,424	July 20, 2010

Pending Trademark

Trademark	Status	Filing Date	Date of First Use
SUPPLIESOUTLET.COM	Pending	May 23, 2013	March 5, 2010

Domain Name Registrations

DOMAIN NAMES			
Domain Name	Registrant	Registrar	Expires
BATTERIESOVERNIGHT.COM	OnlineTechStores.com, Inc.	GoDaddy.com, LLC	8/12/2019
BATTERYEDGE.COM	OnlineTechStores.com, Inc.	GoDaddy.com, LLC	8/12/2019
CARTRIDGESOVERNIGHT.COM	OnlineTechStores.com, Inc.	GoDaddy.com, LLC	11/17/2019
ECOFRIENDLYBATTERY.COM	OnlineTechStores.com, Inc.	GoDaddy.com, LLC	7/30/2015
ONLINETECHSTORES.COM	OnlineTechStores.com, Inc.	GoDaddy.com, LLC	1/6/2016
SUPPLIES-OUTLET-AFFILIATES...	OnlineTechStores.com, Inc.	GoDaddy.com, LLC	2/14/2015
SUPPLIES-OUTLIET-BLOG.COM	OnlineTechStores.com, Inc.	GoDaddy.com, LLC	2/14/2015
SUPPLIESADMIN.COM	OnlineTechStores.com, Inc.	GoDaddy.com, LLC	5/18/2015
SUPPLIESOUTLET.CA	OnlineTechStores.com, Inc.	GoDaddy.com, LLC	4/30/2018
SUPPLIESOUTLET.COM	OnlineTechStores.com, Inc.	GoDaddy.com, LLC	10/17/2019
SUPPLIESWHOLESALE.COM	OnlineTechStores.com, Inc.	GoDaddy.com, LLC	11/17/2019