

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
genE Holdings, LLC		04/14/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	gen-E, LLC		
Street Address:	5151 California Ave		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92617		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87173873	OPSCENTER	
Registration Number:	5002772	GEN-E	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	SHENY@GTLAW.COM		
Correspondent Name:	GREENBERG TRAUIG, LLP		
Address Line 1:	77 WEST WACKER DRIVE, SUITE 3100		
Address Line 2:	INTELLECTUAL PROPERTY DEPARTMENT		
Address Line 4:	CHICAGO, ILLINOIS 60601		
NAME OF SUBMITTER:	John E. Cummerford		
SIGNATURE:	/John E. Cummerford/		
DATE SIGNED:	04/25/2017		
Total Attachments: 6			
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TRADEMARK AND COPYRIGHT ASSIGNMENT

This TRADEMARK AND COPYRIGHT ASSIGNMENT (the “**Assignment**”) is made effective as of April 14, 2017, (the “**Effective Date**”), by and between genE Holdings, LLC, a California limited liability company (“**Assignor**”) and gen-E, LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined herein).

RECITALS:

WHEREAS, pursuant to the certain Asset Purchase Agreement dated as of April 14, 2017, by and among Buyer, Seller, Lotus Innovations Fund, LP, a Delaware limited partnership, Lotus Innovations, LLC, a Delaware limited liability company, and the other Persons who are listed as a party therein (the “**Purchase Agreement**”), Assignor is assigning to the Assignee all of Assignor’s right, title and interest in, to and under the Assets, including the trademark registrations, trademark applications, common law trademarks (including all associated goodwill with respect to the foregoing), and also the domain names identified on **Schedule A** (collectively, the “**Assigned Trademarks**”) and the registered copyrights and copyright applications identified on **Schedule B** hereto (the “**Assigned Copyrights**” and together with the Assigned Trademarks and Assigned Domain Names, the “**Assigned IP**”).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in this Assignment and the Purchase Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. **Conveyance.** Assignor hereby irrevocably transfers, conveys and assigns to Assignee all right, title and interest in, to and under: (a) the Assigned IP, for the United States and for all foreign countries, including any and all renewals and extensions and all rights of reversion and termination thereof and goodwill symbolized thereby (as applicable), and (b) the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use or violation of the Assigned IP in the United States and all foreign countries.
2. **Issuance and Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and Register of Copyrights of the United States and any official of any foreign country whose duty it is to issue registrations or other associated intellectual property rights, to issue all trademark and copyright (as applicable) registrations and associated rights as to all Assigned IP applications to Assignee, its successors and assigns in accordance with the terms of this Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks and Register of Copyrights, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the assignee and sole owner of the applicable Assigned IP. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned IP.

3. **No Modification.** Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Purchase Agreement. Without limiting the foregoing, in the event and to the extent that there shall be a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the Purchase Agreement shall control.
4. **Successors and Assigns.** Assignee may assign all or any part of the Assigned IP as Assignee sees fit, without notice to, or permission from, Assignor or any third party. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
5. **Interpretation.** The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.
6. **Further Assurances.** Assignor and Assignee hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Assignment and carry out the intent and purposes of this Assignment. Without limiting the foregoing, Assignor hereby agrees to cooperate fully with Assignee to document Assignee's sole ownership of the Assigned IP at all times after the Effective Date. Where Assignee is for any reason unable to obtain such full cooperation, Assignor hereby irrevocably appoints Assignee and its attorneys as Assignor's attorney-in-fact to take all actions and sign all documents on Assignor's behalf to document Assignee's sole ownership of the Assigned IP.
7. **Amendments.** This Agreement may be amended or modified only by a written instrument executed by the Parties hereto.
8. **Governing Law.** This Assignment shall be construed, governed by and enforced in accordance with the internal laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, including by PDF or other facsimile, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

genE Holdings, LLC



Name: Christian Mack

Title: Manager

ASSIGNEE:

gen-E, LLC

Name: Andrew Van Pelt


Title: Executive Chairman

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:
genE Holdings, LLC

Name: Christian Mack
Title: Manager

ASSIGNEE:
gen-E, LLC



Name: Andrew Van Pelt
Title: Executive Chairman

[Signature Page to Trademark and Copyright Assignment]

TRADEMARK
REEL: 006042 FRAME: 0757

SCHEDULE A

Assigned Trademarks and Domain Names

Trademarks

Seller has the following trademark registrations and applications.

Mark	Serial Number	Registration Number	Filing Date	Registration Date	Jurisdiction
GEN-E	86837003	5002772	Dec 2, 2015	Jul 19, 2016	United States
OPSCENTER	87173873	---	Sept 16, 2016	---	United States

Seller owns the following common law trademarks:



Domain Names

1. www.gen-e.com
Registrar: godaddy.com

SCHEDULE B

Assigned Copyrights

Copyrights

No registered copyrights. Seller owns unregistered copyright interest in all of its proprietary software, marketing materials and other works of authorship created and used in the Business in the normal course.