

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flagship, Inc.		11/30/2017	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	FF US Acquisition Corp.		
Street Address:	915 Disc Drive		
City:	Scotts Valley		
State/Country:	CALIFORNIA		
Postal Code:	95066		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4505419	FTX	
CORRESPONDENCE DATA			
Fax Number:	5133611201		
<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>			
Phone:	513.361.1200		
Email:	trademark@squirepb.com		
Correspondent Name:	Christina A. Heithaus		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	221 E. Fourth St., Suite 2900		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Christina A. Heithaus		
SIGNATURE:	/Christina Heithaus/		
DATE SIGNED:	03/12/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment"), dated November 30, 2017 ("Effective Date"), is by and between Flagship, Inc., an Indiana corporation ("Assignor") and FF US Acquisition Corp., a Delaware corporation ("Assignee") (each individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Assignor, Assignee, FF US Holding Corp., Michael Graber and Jeff Burttschell, have entered into an Asset Purchase and Contribution Agreement, dated as of November 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the "APA"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept and assume from Assignor, the Acquired Trademarks (defined below);

WHEREAS, Assignor owns the trademarks as set forth on Appendix A hereto (the "Acquired Trademarks");

WHEREAS, in connection with the APA and pursuant to this Trademark Assignment, Assignor agrees to assign the trademarks set forth on Appendix A pursuant to the conditions set forth in Article II to Assignee such that Assignee owns such Acquired Trademarks; and

WHEREAS, Assignor and Assignee are desirous of making this Trademark Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the APA, the Parties hereto agree as follows:

ARTICLE I CERTAIN DEFINITIONS

- 1.01 **General.** Any capitalized item used but not defined herein will have the meaning set forth in the APA.

ARTICLE II ASSIGNMENT AND ASSUMPTION

- 2.01 **Assignment from Assignor.** In accordance with and subject to the terms and conditions of the APA, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of Assignor's direct and indirect rights, titles and interests in and to the Acquired Trademarks in the respective applicable territories (collectively, the "Geography"), together with the goodwill associated with the Acquired Trademarks, for Assignee's full own property, use and enjoyment. Effective at and after the Closing Date, Assignor authorizes and requests that Assignee file this Trademark Assignment with the national trademark offices within the Geography and any other applicable governmental entity and/or registrar necessary to record Assignee as the assignee and owner of the Acquired Trademarks.
- 2.02 **Acceptance and Assumption by Assignee.** In accordance with and subject to the terms and conditions of the APA, Assignee hereby purchases, acquires and accepts the assignment, transfer and conveyance, in accordance with the terms of Assignor's rights, titles and interests in, under

and to the Acquired Trademarks assigned to such Assignee pursuant to Section 2.01 above. Assignee accepts, assumes, undertakes and agrees to pay or cause to be paid all liabilities arising out of or related to the Acquired Trademarks from and after the Closing Date.

- 2.03 Fees and Expenses.** Any fees, costs and expenses for the recording of this Trademark Assignment with the appropriate governmental entities, trademark offices and/or registrars shall be borne by the Assignor, on the one hand, and the Assignee, on the other hand, on a fifty-fifty (50-50) basis.

ARTICLE III MISCELLANEOUS

- 3.01 Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and permitted assignees.
- 3.02 Consideration.** The Parties agree and acknowledge that good and valuable consideration for the Acquired Trademarks has already been considered, and is part of the consideration paid by Assignee pursuant to the APA.
- 3.03 Subject to APA.** The scope, nature and extent of this Trademark Assignment are expressly set forth in the APA. Nothing contained in this Trademark Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies set forth in, or arising in connection with, the APA or any other Transaction Document. This Trademark Assignment is not intended to create any broader obligations than those contemplated in the APA, and in the event of any ambiguity, inconsistency or conflict between the terms hereof and the APA, the terms of the APA shall be governing and controlling.
- 3.04 Governing Law.** This Trademark Assignment is governed by the Laws of the State of Delaware, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.
- 3.05 Successors and Assigns.** Neither Assignor nor Assignee may assign this Trademark Assignment, or any of their rights or liabilities hereunder, without the prior written consent of the other Party hereto, provided that Assignor and Assignee may so assign, in whole or in part, to one or more of their Affiliates.
- 3.06 Counterparts.** This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures page follows this page]

Appendix A

FTX Trademark No. 4,505,419

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