

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481388

|                                                                                                                                                                                                 |                                                    |                       |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|-----------------------|
| <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>    |
| Keen Labs, Inc.                                                                                                                                                                                 |                                                    | 12/16/2017            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                                    |                       |                       |
| <b>Name:</b>                                                                                                                                                                                    | Keen.io, LLC                                       |                       |                       |
| <b>Street Address:</b>                                                                                                                                                                          | 122 E Houston Street Suite 105                     |                       |                       |
| <b>City:</b>                                                                                                                                                                                    | San Antonio                                        |                       |                       |
| <b>State/Country:</b>                                                                                                                                                                           | TEXAS                                              |                       |                       |
| <b>Postal Code:</b>                                                                                                                                                                             | 78205                                              |                       |                       |
| <b>Entity Type:</b>                                                                                                                                                                             | Limited Liability Company: DELAWARE                |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>                                                                                                                                                                |                                                    |                       |                       |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>                                                                                                                                                                     | 5078184                                            | KEEN IO               |                       |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                                    |                       |                       |
| <b>Fax Number:</b>                                                                                                                                                                              | 8059663320                                         |                       |                       |
| <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>                                                                                                                                                                                   | 8059662440                                         |                       |                       |
| <b>Email:</b>                                                                                                                                                                                   | lvelez@rppmh.com                                   |                       |                       |
| <b>Correspondent Name:</b>                                                                                                                                                                      | Fernando Velez, Jr.                                |                       |                       |
| <b>Address Line 1:</b>                                                                                                                                                                          | 1421 State Street, Suite B                         |                       |                       |
| <b>Address Line 4:</b>                                                                                                                                                                          | Santa Barbara, CALIFORNIA 93101                    |                       |                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | Kyle Wild                                          |                       |                       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Kyle Wild/                                        |                       |                       |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 07/11/2018                                         |                       |                       |
| <b>Total Attachments: 6</b>                                                                                                                                                                     |                                                    |                       |                       |
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OP \$40.00 5078184

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Agreement"), dated as of December 16, 2017, is by and between **KEEN.IO, LLC**, a Delaware limited liability company (the "Assignee"), and **KEEN LABS, INC.**, a Delaware corporation (the "Assignor"). Capitalized terms used, and not otherwise defined, in this Agreement shall have the meanings given to them in that certain Asset Purchase Agreement of even date herewith, by and between the Company and Buyer (the "Purchase Agreement").

### PREAMBLE

The Assignor desires to assign, convey and transfer to the Assignee, and the Assignee desires to acquire, assume and receive from the Assignor, all of the Assignor's interest, right and title in and to all of the Intellectual Property Assets pursuant to the conditions, provisions and terms contained in this Agreement and the Purchase Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, representations and warranties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee (collectively, the "Parties") agree as follows:

1. Assignor's Representations and Warranties. The Assignor hereby represents and warrants to the Assignee as follows:

a. Neither the execution and delivery by the Assignor of this Agreement, nor the compliance by the Assignor with the conditions, provisions and terms contained in this Agreement will conflict with, or result in any breach of, or cause a default (with or without notice or lapse of time or both) under any condition, provision or term of any Contract (including any confidentiality agreement, consulting agreement, employment agreement, non-compete agreement or similar agreement with any other Person) or any order to which the Assignor is a party or by which the Assignor is bound;

b. Except as provided in the Purchase Agreement, the Assignor owns, has the right to dispose of, license, sell and use, and has the right to bring actions for the infringement of, the Intellectual Property Assets, and upon the Effective Date, the Assignee shall hold all interest, right and title in and to the Intellectual Property Assets, free of any Encumbrance or adverse claim;

c. The Assignor has not granted or licensed to any Person, other than the Assignee, the right to use any of the Intellectual Property Assets, except as provided in the Purchase Agreement;

d. The Intellectual Property Assets do not infringe upon, interfere with, misappropriate or otherwise come into conflict with any Intellectual Property rights of any Person; and

e. The Intellectual Property Assets do not bundle, embed or use any Intellectual Property rights of any Person, except as provided in the Purchase Agreement.

2. Assignment of IP Rights. The Assignor does hereby assign, sell and transfer to the Assignee, its assignees, licensees and successors, the Assignor's entire legal and equitable interests, right and title in and to the Intellectual Property Assets, together with the registrations that may be applied for or obtained, extensions of such registrations, and any derivations, improvements or modifications thereof, and

all copyrights, patents, service marks, trade secrets and trademarks, together with the goodwill and all rights to sue and recover for any past infringements of the Intellectual Property Assets, the same to be held and enjoyed by, the Assignee for its own use and on behalf of and for its assigns and successors.

3. Covenants. The Assignor agrees (a) never to apply for registration of or use any of the Intellectual Property Assets and agrees not to oppose registration or use by the Assignee or any of its assigns or successors, and (b) that the Assignee shall hold such Intellectual Property Assets in its own name. By this Agreement, the Assignor renounces and waives all and any rights the Assignor may have to limit the distribution, licensing, modification, sale or use of the subject matter of the Intellectual Property Assets by the Assignee or its assignees, licensees or successors, or to receive any compensation whatsoever by reason of any licensing, distribution, modification, sale or use of the subject matter of the Intellectual Property Assets by Assignee, its assignees, licensees or successors.

4. Further Actions by Assignor. The Assignor will not hinder or prevent the Assignee from enforcing this Agreement. In connection with the immediately preceding sentence, upon the Assignee's request, (a) the Assignor promptly shall execute and deliver such applications, assignments, descriptions, and other Contracts, documents and instruments (collectively, the "Assurance Documents") as the Assignee, in its absolute and sole discretion, deems appropriate or necessary to (i) vest good title to the Intellectual Property Assets in the Assignee, and (ii) enable the Assignee to obtain and maintain the entire interest, right and title in the Intellectual Property Assets throughout the United States and the world, and (b) the Assignor shall furnish such information and render such assistance to the Assignee as the Assignee, in its absolute and sole discretion, deems appropriate or necessary to (i) prosecute applications for any of the Intellectual Property Assets, (ii) prosecute or defend interferences or infringements that may be declared involving any of the Intellectual Property Assets, and (iii) with respect to any proceeding relating to any of the Intellectual Property Assets, including, but not limited to testifying in proceedings, signing all lawful papers and making all rightful oaths. In addition, the Assignor hereby assigns and disclaims all rights to (a) display, distribute copies of, perform, reproduce, use and prepare derivative works based upon such preexisting rights and derivative works thereof, and (b) authorize others to do all or any of the foregoing.

5. Limited Power of Attorney. If the Assignee is unable for any reason to secure the Assignor's signature for any of the Assurance Documents, the Assignor hereby irrevocably appoints and designates the Assignee and any of its duly authorized shareholders, members, partners, proprietors, directors, managers, officers, employees, representatives and/or agents as the Assignor's agent and attorney-in-fact to (a) act for and on the Assignor's behalf in connection with the Assurance Documents, (b) to execute and file the Assurance Documents, and (c) to do all other lawful acts to further the prosecution of the Assurance Documents with the same legal effect and force as if executed by the Assignor. The appointment and designation contained in this Section 5 constitutes an irrevocable power of attorney coupled with an interest by virtue of the benefits and rights obtained by Assignee pursuant to the conditions, provisions and terms contained in the Purchase Agreement.

6. Notices. All notices, elections, requests, demands, and other communications required or permitted under this Agreement shall be in writing, and shall be deemed to have been delivered and received (a) when personally delivered, or (b) on the third (3<sup>rd</sup>) business day after which sent by registered or certified mail, postage prepaid, return receipt requested, (c) on the date on which transmitted by facsimile or other electronic means generating a receipt evidencing a successful transmission (provided that, on that same date, a copy of such notice is sent by registered or certified mail, postage prepaid, return receipt requested), or (d) on the next business day after the business day on which deposited with a regulated public carrier (e.g., Federal Express) for overnight delivery, freight prepaid, addressed to the Party for whom intended at the mailing address, facsimile number, or email address set forth on the signature page hereof, or such other address, facsimile number, or email address, notice of which is given in a manner permitted by this Section 6.

7. Benefits of Agreement; Assignment. All of the conditions, provisions and terms contained in this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective Affiliates, estates, executors, heirs, permitted assignees, personal representatives and successors, as applicable. Except as otherwise expressly provided in this Agreement, this Agreement shall not confer any rights or remedies upon any Person other than the Persons referred to in the immediately preceding sentence. This Agreement shall not be assignable by any Party without the prior written consent of the other Party, except that the Assignee may assign this Agreement or its authority, duties, liabilities, obligations, powers, privileges and rights contained in this Agreement to any of its Affiliates or to any Person succeeding to all or any substantial portion of its business.

8. Waiver. No waiver of any condition, provision or term contained in this Agreement shall be effective unless it is contained in a written document executed by each Party; provided, however, that any Party may waive any duty, liability or obligation owed to it by the other Party to this Agreement. No waiver by any Party of any breach of or default under any agreement, covenant, representation or warranty hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent breach of or default under any agreement, covenant, representation or warranty hereunder, or affect in any way any rights arising out of, connected to, incidental to or related to any such prior or subsequent occurrence.

9. Litigation Expenses. The prevailing party in any Proceeding brought to enforce the conditions, provisions and terms contained in this Agreement shall be entitled to an award of Litigation Expenses incurred by such prevailing party arising out of, connected with, incidental to or related to such Proceeding, which award of Litigation Expenses shall be in addition to any other remedy awarded in such Proceeding.

10. Arbitration. If any dispute arises out of this Agreement, the Parties shall resolve such dispute by binding arbitration conducted expeditiously in accordance with JAMS Streamlined Arbitration Rules and Procedures by a sole arbitrator. Unless otherwise agreed to in writing by the Parties, the arbitration shall take place in Santa Barbara, California. The arbitrator shall not be empowered to award damages in excess of compensatory damages, which shall not include consequential damages, and each Party hereto hereby irrevocably waives any damages in excess of such compensatory damages. Section 9 shall apply to the Parties involved in dispute resolution procedures, except that the Parties shall share equally the costs, expenses and fees of any arbitrator and the costs, expenses and fees of any facility used in connection with dispute resolution procedures.

11. Governing Law; Mutual Waiver of Jury Trial.

a. THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR ANY CONFLICTING TERM, PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE DOMESTIC LAWS OF THE STATE OF DELAWARE SHALL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH OTHER JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION ORDINARILY WOULD APPLY.

b. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE RESOLVED MOST QUICKLY AND ECONOMICALLY BY AN EXPERIENCED AND EXPERT PERSON, AND THE PARTIES DESIRE THAT APPLICABLE LAWS, EVIDENTIARY RULES AND JUDICIAL PROCEDURES APPLY, THE PARTIES DESIRE THAT

THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS, EVIDENTIARY RULES AND JUDICIAL PROCEDURES. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM, AND AS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT, THE PARTIES HEREBY INTENTIONALLY, KNOWINGLY AND VOLUNTARILY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY TERMS OR CONDITIONS CONTAINED IN THIS AGREEMENT. NO PARTY SHALL SEEK TO CONSOLIDATE ANY PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY CANNOT BE, OR HAS NOT BEEN, WAIVED. THE CONDITIONS, PROVISIONS AND TERMS CONTAINED IN THIS SECTION 11.b HAVE BEEN DISCUSSED FULLY BY THE PARTIES, AND THE CONDITIONS, PROVISIONS AND TERMS HEREOF SHALL NOT BE SUBJECT TO ANY EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH, OR REPRESENTED TO, ANY OTHER PARTY THAT THE CONDITIONS, PROVISIONS AND TERMS CONTAINED IN THIS SECTION 11.b WILL NOT BE ENFORCED FULLY IN ALL INSTANCES.

12. Independence of Representations, Warranties, Covenants and Agreements. All representations and warranties contained in this Agreement shall be given independent effect so that if a particular representation or warranty is breached or proves to be inaccurate or untrue, the fact that another representation or warranty concerning the same or similar subject matter is not breached or is accurate and true shall not affect the breach of or the inaccuracy or untruth of such initial representation or warranty. In addition, all agreements and covenants contained in this Agreement shall be given independent effect so that if a certain action or condition constitutes a breach of or default under a certain agreement or covenant, the fact that such action or condition is permitted by another agreement or covenant shall not affect the occurrence of such breach or default, unless expressly permitted under an exception to such initial agreement or covenant.

13. Mutual Contribution. The Parties and their respective counsel have contributed mutually to the drafting of this Agreement. Consequently, no condition, provision or term contained in this Agreement shall be construed against any Party on the ground that such party drafted the condition, provision or term or caused the condition, provision or term to be drafted.

14. Severability. It is the desire and intent of the Parties that the conditions, provisions and terms contained in this Agreement be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any condition, provision or term contained in this Agreement would be held in any jurisdiction to be illegal, invalid, prohibited or unenforceable for any reason, such condition, provision or term, as to such jurisdiction, shall be ineffective, without invalidating the remaining conditions, provisions and terms contained in this Agreement or affecting the legality, enforceability or validity of such condition, provision or term in any other jurisdiction. Anything in the immediately preceding sentence to the contrary notwithstanding, if such condition, provision or term could be drawn more narrowly so as not to be illegal, invalid, prohibited or unenforceable in such jurisdiction, it shall be so narrowly drawn, as to such jurisdiction, without invalidating the remaining conditions, provisions and terms contained in this Agreement or affecting the legality, enforceability or validity of such condition, provision or term in any other jurisdiction.

15. Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original signature page to this Agreement. All such counterparts shall be considered one and the same Contract and shall become effective when one (1) or more counterparts have been executed by each Party and delivered (including by facsimile, telecopy or other electronic device) to the other Party, it being understood that all Parties need not execute

the same counterpart. Any counterpart or other signature hereupon delivered by facsimile, telecopy or other electronic device shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such Party.

16. Amendment. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, modified, restated or supplemented except pursuant to written document signed by each Party.

17. Entire Agreement. This Agreement and the other agreements and documents referenced herein and any other document contemporaneously entered into with this Agreement contain all of the Contracts among the Parties with respect to the transactions contemplated hereby and thereby and supersede all prior Contracts among the Parties with respect to such transactions.

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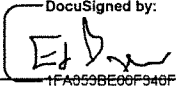
**IN WITNESS WHEREOF**, the Parties have executed this Intellectual Property Assignment Agreement, effective as of the date first written above.

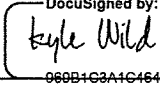
Buyer:

Company:

**KEEN.IO, LLC**

**KEEN LABS, INC.**

By:  \_\_\_\_\_  
Name: Ed Byrne  
Title: Manager

By:  \_\_\_\_\_  
Name: Kyle Wild  
Title: Chief Executive Officer