

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560754

<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>
Stream Companies, LLC		01/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FullThrottle Technologies, LLC		
<b>Street Address:</b>	400 Lapp Road		
<b>Internal Address:</b>	c/o Stream Companies		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5182978	FULLTHROTTLE	
<b>Registration Number:</b>	4644011	MY SHOWROOM	
<b>Registration Number:</b>	5797311	LIVE IN-MARKET SHOPPERS	
<b>Registration Number:</b>	4237250	ADNOMICS	
<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>	6172485000		
<b>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2010401-0010		
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer		
<b>SIGNATURE:</b>	/sara bauer/		
<b>DATE SIGNED:</b>	02/06/2020		

OP \$115.00 5182978

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”) is entered into as of January 31, 2020 by and between Stream Companies, LLC, a Delaware limited liability company (“**Seller**”) and FullThrottle Technologies, LLC, a Delaware limited liability company (“**Buyer**”).

### Introduction

Buyer and Seller have entered into an Asset Purchase Agreement dated as of January 31, 2020, pursuant to which Buyer shall acquire certain assets of Seller (the “**Purchase Agreement**”) and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office. Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Assignment.** Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**2. Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be

necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

**3. Binding Effect; Governing Law.** This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, successors and assigns, and shall be interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

**4. No Impairment of Purchase Agreement.** This Trademark Assignment shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Purchase Agreement. If there is a conflict between the terms of this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

**5. Counterparts.** This Trademark Assignment may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Trademark Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. The parties agree that the delivery of this Trademark Assignment at the Closing may be effected by means of an exchange of facsimile or email signatures or other electronic delivery and each such signature shall be deemed an original for all purposes.

**6. Successors and Assigns.** This Trademark Assignment, and all provisions hereof, shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the parties hereto.

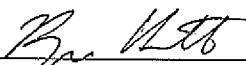
**7. Headings.** The headings of Sections herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their duly authorized representatives on the day and year first above written.

**SELLER:**

**STREAM COMPANIES, LLC**

By 

Name: Ryan Harstad

Title: Authorized Person

**BUYER:**

**FULLTHROTTLE TECHNOLOGIES,  
LLC**

By 

Name: Ryan Harstad

Title: Authorized Person

## SCHEDULE 1

### Assigned Trademarks

#### Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
FullThrottle	USA	5,182,978	Apr. 11, 2017
My Showroom	USA	4,644,011	Nov. 25, 2014
Live In-Market Shoppers	USA	5,797,311	July 9, 2019
Adnomics	USA	4,237,250	Nov. 6, 2012