

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM563243

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900521320		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Skypatrol, LLC		12/31/2015	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Skypatrol, LLC		
<b>Street Address:</b>	8899 NW 18th Terrace		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Doral		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33172		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5796756	SKYPATROL	
<b>Registration Number:</b>	4956365	PROTEK GPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3523725800		
<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>	3523758100		
<b>Email:</b>	ckc@slepatents.com		
<b>Correspondent Name:</b>	Corey K. Cho		
<b>Address Line 1:</b>	3107 SW Williston Road		
<b>Address Line 4:</b>	Gainesville, FLORIDA 32608		
<b>ATTORNEY DOCKET NUMBER:</b>	TOP.TM.MISC		
<b>NAME OF SUBMITTER:</b>	Corey K. Cho		
<b>SIGNATURE:</b>	/corey k cho/		
<b>DATE SIGNED:</b>	02/21/2020		
<b>Total Attachments: 4</b>			
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made as of December 31, 2015 (the "*Effective Date*") by and between Skypatrol, LLC, a Florida limited liability company ("*Seller*"), and Skypatrol, LLC, a Delaware limited liability company ("*Buyer*").

### RECITALS

- A. Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, substantially all of the assets and certain of the liabilities of Seller, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and intending to be legally bound, the parties agree as follows:

1. **Purchase and Sale.** Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, all of the tangible and intangible assets of Seller, wherever located, including without limitation the assets listed on the Seller's Balance Sheet dated September 2015, a copy of which is attached hereto as Schedule 1 (collectively, the "*Purchased Assets*"), expressly excluding the assets listed on Schedule 2 hereto (the "*Excluded Assets*").
2. **Assumption of Liabilities.** Seller hereby assigns to Buyer, and Buyer hereby assumes, any and all liabilities and obligations, whether accrued, contingent, or otherwise, of Seller including, without limitation, the liabilities listed on the Seller's Balance Sheet dated September 2015, a copy of which is attached hereto as Schedule 1 (collectively, the "*Assumed Liabilities*"), expressly excluding the liabilities listed on Schedule 2 hereto (the "*Excluded Liabilities*").
3. **Purchase Price/Allocation.** The purchase price for the Purchased Assets shall be \$ \_\_\_\_\_, plus the assumption of the Assumed Liabilities (the "*Purchase Price*"). The Purchase Price shall be allocated among the Purchased Assets as mutually determined by the parties.
4. **Payment of Purchase Price.** Payment of the Purchase Price shall be made in cash at Closing.
5. **Closing.** The closing of the transactions contemplated by this Agreement (the "*Closing*") shall take place at such time and place as Buyer and Seller shall agree. It is contemplated that the execution and delivery of this Agreement shall take place concurrently with the Closing. The date of the closing is referred to herein as the "*Closing Date*". Seller shall, on the Closing Date, convey, transfer and assign to Buyer by a Bill of Sale and Assumption Agreement in the form attached hereto as Exhibit A, together with such other documents as may be required in order to make effective the sale and transfer of Seller's Purchased Assets as therein provided to vest fully in Buyer the title thereto and to otherwise effectuate the purposes of this Agreement. The Closing shall be deemed to occur at 12:01 a.m. Eastern Time on the Closing Date.
6. **Post-Closing Covenants.**
  - (a) **Excluded Liabilities.** Notwithstanding that Seller is retaining the Excluded Liabilities, Buyer agrees to pay, perform and discharge when due, all of the liabilities and obligations, of every kind and nature, incurred by Seller relating to or arising from the Excluded Liabilities.
  - (b) **No Assignment Without Consent.** To the extent that the conveyance or assignment by Seller to Buyer of any of the Purchased Assets or the assumption of any Assumed Liability by Buyer shall require the consent or approval of any third party, this Agreement shall not constitute a conveyance, assignment or assumption thereof if such attempted conveyance, assignment or assumption would constitute a breach thereof. Until the required consents or approvals of third parties with respect to the conveyance or assignment by Seller to Buyer of any of the Purchased Assets or to the assumption of any Assumed Liability by Buyer shall have been obtained, Buyer, as Seller's agent, shall perform or discharge all of Seller's liabilities, responsibilities, obligations and commitments which arise after the Closing Date, and shall enjoy all of Seller's rights, benefits and entitlements, under same. Following the Closing, Seller shall continue to use its best efforts at its cost and expense to obtain any such consents and approvals, which may be waived by Buyer at the Closing, all without the requirement of any payment or other accommodation by Buyer as a condition to any such consent or approval.
7. **Miscellaneous.**
  - (a) **Expenses.** All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

(b) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits, the statements in the body of this Agreement will control.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

(e) No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(f) Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

(g) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(h) Governing Law: Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(i) Counterparts. **Error! Bookmark not defined.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

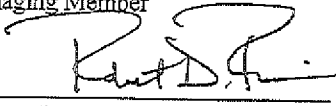
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**SELLER:**

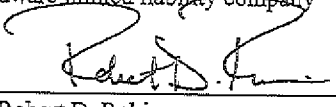
SKYPATROL, LLC,  
a Florida limited liability company

By: Topp Group, Inc.  
Managing Member

By:   
Robert D. Rubin  
President

**BUYER:**

SKYPATROL, LLC  
a Delaware limited liability company

By:   
Robert D. Rubin  
Chief Executive Officer

ASSIGNMENT

WHEREAS, Skypatrol, LLC a Limited Liability Company of Florida, having its principal offices at 3055 NW 84th Avenue, Miami, Florida, has adopted, used and is using and the owner of the following trademark registrations in the United States Patent and Trademark Office:

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Registration</i>
SKYPATROL	5,796,756	July 9, 2019
PROTEK GPS	4,956,365	May 10, 2016

WHEREAS, Skypatrol, LLC a Limited Liability Company of Delaware, having its principal offices at 8899 NW 18th Terrace, Suite 210, Doral, Florida, is desirous of acquiring said trademark registrations as a successor to the portion of the applicant's business to which the mark pertains, and that business is ongoing and existing,

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Skypatrol, LLC of Florida hereby assigns to Skypatrol, LLC of Delaware, all right, title and interest in the United States and abroad in and to said trademark registrations together with the goodwill of the business symbolized by said trademark and registrations thereof.

Signed October 1, 2019.

Skypatrol, LLC of Florida

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

CEO

Skypatrol, LLC of Delaware

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

CEO