

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567801

<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>
Bright Way Group, LLC		03/11/2020	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BW Battery Wholesale.com, LLC		
<b>Street Address:</b>	9660 Dilworth Road		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75243		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88466076	BATTERYWHOLESALE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2146653601		
<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>	2146653600		
<b>Email:</b>	lusianm@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 5200		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	169449-010700		
<b>NAME OF SUBMITTER:</b>	Todd C. Basile, Reg. No. 67441		
<b>SIGNATURE:</b>	/Todd C. Basile/		
<b>DATE SIGNED:</b>	03/18/2020		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), effective as of ~~11/11/20~~ 2020, is made by Bright Way Group, LLC, a Texas limited liability company ("Assignor"), and between BW Battery Wholesale.com, LLC, a Texas limited liability company ("Assignee"). Assignee and Assignor are individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to certain assets;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

(a) all trade names, logos, common law trademarks, and service marks, trademark, and service mark registrations and applications therefor set forth on Schedule 1 hereto (and all issuances, extensions, and renewals thereof) (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all moral and economic rights of authors and inventors, in the foregoing;

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

(d) 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

(e) 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. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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

reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this IP Assignment on the dates indicated below.

ASSIGNOR:  
BRIGHTWAY GROUP, LLC

By: \_\_\_\_\_

Name: Randy Hardin

Title: CEO

Date: 3/11, 2020

ASSIGNEE:  
BW BATTERY WHOLESALE.COM, LLC

By: \_\_\_\_\_

Name: Randy Hardin

Title: CEO

Date: 3/11, 2020

SCHEDULE 1 - TRADEMARKS

1) U.S. Trademark App. No. 88/466,076 for BATTERY WHOLESALE logo

