

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560254

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900523165		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Key Supply, LLC		11/08/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	International Key Supply, LLC		
Street Address:	100 S. Ashley Drive, Suite 2250		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33602		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5133577	WE DO IT SMARTER	
Registration Number:	5381537	DURASHELL	
Registration Number:	4885420	KEYLESS2GO	
CORRESPONDENCE DATA			
Fax Number:	8132212900		
<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:	8132213900		
Email:	christina.allen@hwhlaw.com		
Correspondent Name:	Stephen E. Kelly		
Address Line 1:	101 E. KENNEDY BLVD., SUITE 3700		
Address Line 4:	TAMPA, FLORIDA 33602		
NAME OF SUBMITTER:	Stephen E. Kelly		
SIGNATURE:	/s/ Stephen E. Kelly		
DATE SIGNED:	02/04/2020		
Total Attachments: 8			
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ASSIGNMENT OF IP RIGHTS

THIS ASSIGNMENT OF IP RIGHTS (this “**Agreement**”) is effective as of the 8th day of November, 2019 (“**Effective Date**”), by and among International Key Supply, LLC, a Delaware limited liability company (“**Assignee**”), International Key Supply, LLC, a New York limited liability company, and International Key Supply of Oregon LLC, an Oregon limited liability company (each individually and together, “**Assignor**”).

WHEREAS, subject to the terms of the Asset Purchase Agreement (the “**Purchase Agreement**”) dated November 8, 2019, Assignor desires to transfer to Assignee, and Assignee desires to acquire, all of its rights, title and interest in and to the Intellectual Property.

WHEREAS, The Intellectual Property includes, without limitation, the (a) registered and unregistered trademark and service mark registrations and applications identified in SCHEDULE 1 hereto, together with the goodwill associated with the business and the commercial use thereof, (b) copyright registrations and applications identified in SCHEDULE 2 hereto, (c) patents and patent applications set forth in SCHEDULE 3 hereto, and (d) domain names set forth in SCHEDULE 4 hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, it is agreed as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Assignment**. Assignor hereby grants all of its right, title and interest in and to the Intellectual Property, including all rights to any claims related to the Intellectual Property and the rights to sue and recover with respect thereto, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
3. **Recordation and Further Action**. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Intellectual Property is properly assigned to Assignee. To the extent that Assignor does not comply in a reasonable manner with its obligations in the previous sentence, Assignor, for itself, its affiliates, successors and assigns, irrevocably constitutes and appoints Assignee, its successors and assigns, and each of them, the true and lawful attorney of Assignor, its affiliates, successors and assigns, with full power of substitution, and gives and grants unto Assignee, its successors and assigns, and each of them, full power and authority in the name of the Seller, its successors and assigns, and each of them, at any time and from time to time, to institute any demand or suit necessary in order to fully vest in Assignee, its successors and assigns, and each of them, all and singular, the Intellectual Property.
4. **Assignment**. This Agreement shall be assignable by Assignee without the prior written consent of Assignor.
5. **Governing Law**. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of New York.

6. **Counterparts.** 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.

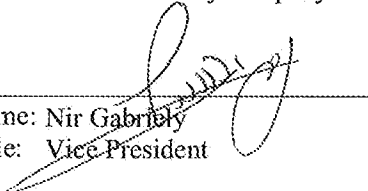
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

ASSIGNEE:

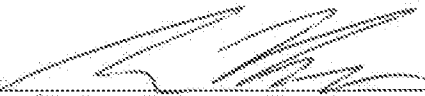
INTERNATIONAL KEY SUPPLY, LLC,
a Delaware limited liability company

By: _____
Name: Nir Gabriely
Title: Vice President

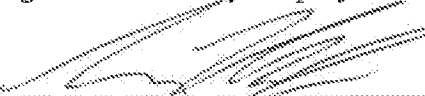


ASSIGNOR:

INTERNATIONAL KEY SUPPLY, LLC,
a New York limited liability company

By: 
Name: SEAN MONAHAN
Title: PRESIDENT

INTERNATIONAL KEY SUPPLY OF OREGON LLC,
an Oregon limited liability company

By: 
Name: SEAN MONAHAN
Title: PRESIDENT

SCHEDULE 1

List of Trademarks:

Registered Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>
WE DO IT SMARTER	5,133,577	Jan. 31, 2017	87/086,229	June 28, 2016
DURASHELL	5,381,537	Jan. 16, 2018	87/081,103	June 23, 2016
KEYLESS2GO	4,885,420	Jan. 12, 2016	86/653,460	June 5, 2015

Unregistered Trademarks

INTERNATIONAL KEY SUPPLY

SCHEDULE 2

List of Copyrights:

[None.]

SCHEDULE 3

List of Patents:

U.S. Patent Application No. 29/710,273, entitled “Key Fob,” filed on October 22, 2019, and all continuations, divisionals, continuation-in-part, and foreign counterpart applications.

SCHEDULE 4

List of Domain Names:

internationalkeysupply.com

facebook.com/internationalkeysupply/

All web domain names ever associated with the Business, as defined in the Purchase Agreement