

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Load Banks Direct, LLC		11/04/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Load Banks Direct, LLC		
Street Address:	125 West 34th Street		
City:	Covington		
State/Country:	KENTUCKY		
Postal Code:	41015		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86286628	LBD LOAD BANKS DIRECT	
Serial Number:	85795934	LOAD BANKS DIRECT	
Serial Number:	86286623	LBD LOAD BANK DEPOT	
Serial Number:	85795931	LOAD BANK DEPOT	
CORRESPONDENCE DATA			
Fax Number:	8774844165		
<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:	614-255-9007		
Email:	phil@cmhlegal.com		
Correspondent Name:	Philip Nichols		
Address Line 1:	4653 Trueman Blvd, Suite 121		
Address Line 4:	Hilliard, OHIO 43026		
NAME OF SUBMITTER:	Martin Glover		
SIGNATURE:	/Martin Glover/		
DATE SIGNED:	11/06/2020		
Total Attachments: 6			
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**CONTRIBUTION
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Contribution Assignment and Assumption Agreement (“**Agreement**”) is dated as of November 4, 2020, by and between Load Banks Direct, LLC, an Ohio limited liability company (“**Company**”), and Load Banks Direct, LLC, a Delaware limited liability company (“**Subsidiary**”).

RECITALS

WHEREAS, Company desires to distribute, convey, assign, transfer and deliver to Subsidiary all of the Company’s right, title and interest in, to and under the Assets, and to delegate to Subsidiary all of the Assumed Liabilities;

WHEREAS, in exchange for the Assets and the assumption of the Assumed Liabilities, Subsidiary desires to issue to Company all of the equity interests in Subsidiary, such that the Company becomes the sole member of Subsidiary; and

WHEREAS, the board of Managers of the Company and the Member of Subsidiary have each approved this Agreement and the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Contribution of the Assets. Upon the terms of this Agreement, the Company hereby transfers, conveys, assigns and distributes to Subsidiary all of the Company’s right, title and interest in, to and under all of the Assets, effective as of the date hereof.

2. Acceptance and Assumption. Subsidiary does hereby irrevocably accept such transfer, conveyance, assignment and distribution of the Assets.

3. Assignment and Assumption of the Assumed Liabilities.

(a) Upon the terms of this Agreement, Company hereby transfers, conveys, assigns and distributes to Subsidiary all of the Company’s covenants, agreements, commitments, duties and obligations under, in connection with and relating to the Assumed Liabilities, effective as of the date hereof.

(b) Subsidiary does hereby assume all of the Assumed Liabilities and all of the Company’s covenants, agreements, commitments, duties and obligations under, in connection with or relating to such Assumed Liabilities.

(c) Subsidiary covenants and agrees to pay, perform, discharge and satisfy when due all of the Company’s covenants, agreements, commitments, duties and obligations under, in connection with or relating to the Assumed Liabilities.

4. No Assignment or Assumption of Retained Liabilities. For purposes of clarity and notwithstanding Section 3 above, Subsidiary does not hereby assume or have delegated to it, and has no obligation of any form arising out of, relating to or resulting from, any of the Retained Liabilities, including without limitation any of the Company’s covenants, agreements, commitments, duties or obligations under, in connection with or relating to the Retained Liabilities.

5. Representations and Warranties. Neither the Company, nor any other person on the Company’s behalf, has made or makes any express or implied representation or warranty with respect to the Assets and the Assumed Liabilities, either oral or written, whether arising by law or otherwise, all of which are expressly disclaimed.

6. Further Assurances. Each party covenants that at any time, and from time to time, after the date hereof, it will execute such additional instruments and take such actions as may be reasonable requested by the other party to confirm, perfect or otherwise carry out the intent and purposes of this Agreement.

7. Counterparts. This Agreement may be executed and delivered (including without limitation by facsimile transmission or by means of portable document format (pdf) transmission) in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

8. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Ohio, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Ohio.

9. Certain Definitions.

“Assets” means all of the Contracts, Permits, insurance policies, Plans, Intellectual Property, accounts, properties and other assets, rights, claims and privileges and similar items of the Company of every kind and nature whatsoever and wherever located, other than the Retained Assets.

“Retained Assets” means (1) the Company’s equity interests in Subsidiary or any other Person or right with respect thereto; (2) any Organizational Document of the Company or right with respect thereto; or (3) any Pandemic-Relief Debt or Pandemic-Relief Debt Documentation or other Indebtedness.

“Assumed Liabilities” means liabilities, obligations or commitments of any kind or nature (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) arising out of or related to the business of the Company or the Assets, other than the Retained Liabilities.

“Retained Liabilities” means liabilities, obligations or commitments of any kind or nature (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) arising out of or related to the business of the Company or the Assets, with respect to any (1) Tax; (2) Pandemic-Relief Debt or Pandemic-Relief Debt Documentation or other Indebtedness; (3) Organizational Document of the Company; (4) equity owner of the Company, in the capacity as an equity holder in the Company; (5) equity interest (including without limitation any obligation to issue or grant any equity interest); or (6) Seller Transaction Expense.

“Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such Person. For purposes of this definition, “control,” “controlled by” and “under common control with,” as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by Contract or otherwise. For purposes of this Agreement, the Company and each equity owner of the Company are each deemed to be an Affiliate of each other.

“Applicable Law” means any applicable federal, state, provincial, local, municipal, foreign, international, multinational or administrative order, constitution, ordinance, common law, rule, regulation, law, statute or treaty (in each case as amended, modified, codified, replaced or reenacted, in whole or in part, and as in effect from time to time, including without limitation rules and regulations promulgated thereunder).

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, agreement, purchase order, warranty or guarantee, guaranty, license, use agreement, lease (whether for real estate, a capital or financing lease, an operating lease or other), mortgage, deed, note or other instrument, in each case that creates a legally binding obligation, and in each case whether oral or written.

“COVID-19” means (a) SARS-CoV-2 or the coronavirus or related illnesses commonly referred to as COVID-19, and (b) any mutations or variants thereof, and any associated viruses or pathogens.

“COVID-19 Law” means the CARES Act, the FFCR Act and any other Applicable Law in connection with, in response to, or intended to address the consequences of COVID-19.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Governmental Authority” means any: (a) nation, state, county, city, district or similar jurisdiction of any nature; (b) government; (c) governmental or quasi-governmental authority (including without limitation any agency, branch, commission, bureau, instrumentality, department, official, court or tribunal); (d) multi-national organization or body; or (e) body or other Person entitled to exercise any arbitral, administrative, executive, judicial, legislative, police, regulatory or Taxing authority or power.

“Indebtedness” means any Liability with respect to any of the following (excluding any non-interest bearing trade payable incurred in the Ordinary Course of Business of the Company for the past purchase of any good or service): (a) indebtedness for borrowed money; (b) obligation evidenced by a note, bank guarantee, bond, debenture, letter of credit or similar instrument; (c) swap or hedging Contract; (d) capital lease or financing lease (including without limitation any financing on any vehicle); (e) banker acceptance; (f) purchase money mortgage, indenture, deed of trust or other purchase money lien or conditional sale or other title retention agreement; (g) indebtedness secured by any mortgage, indenture or deed of trust; (h) forgiveness of any Liability that remains subject to any condition or obligation, including without limitation any Tax increment financing, economic incentive or similar item; (i) interest, fee or other expense with respect to any item in any of the foregoing clauses; (j) any and all payroll Taxes deferred pursuant to any COVID-19 Law; or (k) guaranty or similar assurance or Liability for payment or performance with respect to any item in any of the foregoing clauses (including without limitation any guaranty of any obligation of Seller and including without limitation any obligation to assume any such item).

“Intellectual Property” means any trademark, service mark, trade name, trade dress, goodwill, patent, copyright, design, logo, formula, invention (whether or not patentable or reduced to practice), concept, domain name, website, trade secret, know-how, confidential information, mask work, product right, software, technology or other intangible asset of any nature, whether in use, under development or design or inactive (including without limitation any related registration, application, renewal or right), including, without limitation those trademarks listed on Exhibit A, a copy of which is attached hereto and incorporated by reference.

“Liability” means any liability or obligation of any kind or nature (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

“Ordinary Course of Business” means, with respect to a Person, the ordinary and usual course of normal day-to-day operations of such Person and its applicable Affiliates, consistent with such Person’s and Affiliate’s past practice both before and after February 1, 2020.

“Organizational Document” means, for any Person: (a) the articles or certificate of incorporation, formation or organization (as applicable), the by-laws or similar governing document of such Person; (b) any limited liability company agreement, member control agreement, partnership agreement, operating agreement, shareholder agreement, voting agreement, voting trust agreement or similar document of or regarding such Person; (c) any other charter or similar document adopted or filed in connection with the incorporation, formation, organization or governance of such Person; or (d) any Contract regarding the governance of such Person or the relations or actions among any of its equity holders with respect to such Person.

“Pandemic-Relief Debt” means any Indebtedness incurred in connection with any Applicable Law or program involving any Governmental Authority providing or expanding any loan, guaranty, investment, participation, grant, program or other assistance in response to or to provide relief for the Pandemic, including without limitation any PPP Loan, any U.S. Small Business Administration Economic Injury Disaster Loan, any loan under the Main Street Lending Program announced by the U.S. Department of Treasury and Board

of Governors of the Federal Reserve, or any other similar federal, state or local Governmental Authority program.

“Pandemic-Relief Debt Documentation” means as to any Pandemic-Relief Debt (a) all documents, instruments and agreements evidencing or related to such Pandemic-Relief Debt, any collateral provided in respect thereof or any indemnity or hold-harmless agreement related thereto, (b) all documents, instruments and agreements evidencing or related to all Applicable Laws governing such Pandemic-Relief Debt or that require certain action or inaction as a result of incurring such Pandemic-Relief Debt or the forgiveness thereof (including without limitation the requirement prohibiting the deferral of any employer’s portion of Social Security Taxes pursuant to Section 2302 of the CARES Act or the requirement prohibiting the claiming of any Employee Retention Credit under Section 2301 of the CARES Act), and (c) all applications (and all attachments, exhibits, addenda and the like with respect thereto, including without limitation information with respect to affiliation), submissions, reports or other documentation (including without limitation payroll documentation and affiliation documentation) provided by or on behalf of the Company or any of its Affiliates to any lender, lender agent or Governmental Authority in connection with applying for, obtaining, using the proceeds of, or seeking forgiveness of such Pandemic-Relief Debt.

“Permit” means any license, permit, registration or similar authorization from a Governmental Authority.

“Person” means any individual, partnership, corporation, limited liability company, association, joint stock company, trustee or trust, joint venture, unincorporated organization or any other business entity or association or any Government Authority.

“Plan” means an “employee benefit plan” (as such term is defined in section 3(3) of ERISA), whether or not subject to ERISA, and any other employee benefit plan, program, agreement or arrangement of any kind, including without limitation any: stock option or ownership plan; stock appreciation rights plan; stock purchase plan; phantom stock plan; equity plan; executive compensation plan; bonus, retention, compensation, incentive compensation, change in control, deferred compensation or profit-sharing plan; or arrangement regarding any severance, vacation, holiday, sick leave, fringe benefit, educational assistance, pre-Tax premium or flexible spending account plan or life insurance.

“PPP Loan” means a loan incurred under 15 U.S.C. 636(a)(36) (as added to the Small Business Act by Section 1102 of the CARES Act).

“Seller Transaction Expense” means any cost or expense of the Company or Subsidiary incurred with respect to any pre-closing or closing action or otherwise in connection with any of the transactions contemplated herein or in any transaction that occurs in connection with the sale of Subsidiary to Trystar, LLC (regardless of when due or invoiced), including without limitation any attorneys’ or other professionals’ fees or costs; severance, bonus, change in control or other similar payment or benefit obligation arising as a result of the announcement or consummation of any such transaction; or employer’s portion of Taxes in connection with any of the foregoing.

“Tax” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including without limitation taxes under section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including without limitation any interest, fine, penalty or similar addition thereto, whether disputed or not and including without limitation any obligation to indemnify or otherwise assume or succeed to the Tax Liability of any other Person.

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IN WITNESS WHEREOF, the parties hereto have caused this Contribution Assignment and Assumption Agreement to be executed as of the date first written above.

COMPANY:

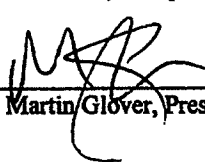
Load Banks Direct, LLC, an Ohio limited liability company



By: Martin Glover, President

SUBSIDIARY:

Load Banks Direct, LLC, a Delaware limited liability company



By: Martin Glover, President

**EXHIBIT A
TRADEMARKS**

<u>Serial Number</u>	<u>Reg Number</u>	<u>Word Mark</u>	<u>Owner</u>
86286628	4678071	LBD LOAD BANKS DIRECT	Load Banks Direct, LLC
85795934	4526583	LOAD BANKS DIRECT	Load Banks Direct, LLC
<u>Serial Number</u>	<u>Reg Number</u>	<u>Word Mark</u>	<u>Owner</u>
86286623	4698716	LBD LOAD BANKS DEPOT	Load Banks Direct, LLC
85795931	4569074	LOAD BANKS DEPOT	Load Banks Direct, LLC