

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633237

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|---|--|--------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GasPedal LLC | | 02/26/2021 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Better Industries LLC | | |
| Street Address: | 3616 Far West Blvd., #117 Box 500 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78731 | | |
| Entity Type: | Limited Liability Company: TEXAS | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2469567 | GASPEDAL | |
| Registration Number: | 2943504 | GASPEDAL | |
| Registration Number: | 2935974 | GASPEDAL | |
| Registration Number: | 5711210 | TRASH MOUNTAIN RANCH | |
| Registration Number: | 4443409 | WORD OF MOUTH .ORG | |
| Registration Number: | 4288230 | WORDOFMOUTH.ORG | |
| Registration Number: | 5943997 | TRASH MOUNTAIN RANCH SPRINKLE, TEXAS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 5124825242 | | |
| Email: | tmcentral@pirkeybarber.com | | |
| Correspondent Name: | Steven M. Espenshade | | |
| Address Line 1: | 1801 East 6th Street, Suite 300 | | |
| Address Line 4: | Austin, TEXAS 78702 | | |
| ATTORNEY DOCKET NUMBER: | GASP001 | | |
| NAME OF SUBMITTER: | Frances Lau | | |
| SIGNATURE: | /fcl/ | | |

OP \$190.00 2469567

DATE SIGNED:

03/19/2021

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “**Agreement**”), effective as of February 26, 2021 (the “**Effective Date**”), is by and between GASPEDAL LLC, a Texas limited liability company (the “**Assignor**” or a “**Party**”), and BETTER INDUSTRIES LLC, a Texas limited liability company (the “**Assignee**” or a “**Party**,” and together with Assignor, the “**Parties**”).

WHEREAS, pursuant to the terms of that certain Bill of Sale and Assignment and Assumption Agreement (the “**Assignment**”) dated as of the date hereof, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office, corresponding entities or agencies in any applicable jurisdictions and, with respect to the domain names being assigned, with the registrar of such domain names.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the Parties agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby irrevocably transfers, assigns, sets over and conveys to Assignee, its successors and assigns, all of Assignor’s right, title and interest, legal and equitable, in and to the following, in the United States and all foreign countries (collectively, the “**Assigned IP**”):

(a) the registered trademarks listed on Schedule 1 attached hereto (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the trade names and domain names listed on Schedule 2 hereto;

(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 Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Covenant. Assignor shall provide Assignee with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1 of this Agreement, including, without limitation, upon request by Assignee to execute any further documents or instruments reasonably necessary to carry out the purposes or intent of this Agreement; provided that Assignor shall not be required to incur out of pocket expenses in the performance of such assistance. Assignor shall not assert any right, title or interest in or to any of the Intellectual Property and shall not use any of the Intellectual Property.

4. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any Person other than Assignor and Assignee and their respective successors and assigns any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be binding upon, and for the sole and exclusive benefit of, Assignor and Assignee and their respective successors and assigns.

5. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Agreement is entered into pursuant to the Assignment, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Assignment shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Assignment and the terms hereof, the terms of the Assignment shall govern.

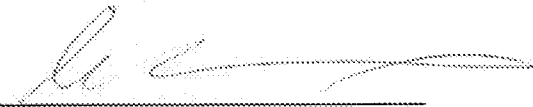
6. Miscellaneous. This Agreement shall be governed by the laws of the State of Texas (the “**State**”), without giving effect to any choice of law or conflict of law provision (whether of the State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the laws of the State. This Agreement and the Assignment represent the entire agreement between the Parties with respect to the assignment of the Assigned IP by Assignor and may be modified or amended only by a writing signed by both Parties that specifically mentions this Agreement. A signed facsimile copy, “PDF,” or similar electronic transmission mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, (e.g. www.docuSign.com) or other transmission method shall be deemed to have been duly and validly delivered and be valid and effective for all purposes of this instrument shall be considered a binding original.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

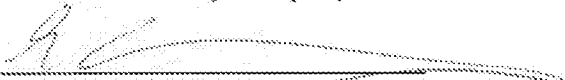
GASPEDAL LLC, a Texas limited liability company

By: 

Name: Andrew Sernovitz
Title: Chief Executive Officer

ASSIGNEE:

BETTER INDUSTRIES LLC, a
Texas limited liability company

By: 

Name: Andrew Sernovitz
Title: Chief Executive Officer

SCHEDULE 1

TRADEMARKS

| Trademark | Country | Class | Appl. No. | Appl. Date | Reg. No. | Reg. Date | Status |
|--|----------------|-------------------|------------------|-------------------|-----------------|------------------|---------------|
| GASPEDAL (Tiny Word) | United States | 35 | 76/063,481 | Jun 5 2000 | 2,469,567 | Jul 17 2001 | Registered |
| GASPEDAL | United States | 41 | 76/584,258 | Mar 29 2004 | 2,943,504 | Apr 26 2005 | Registered |
| GASPEDAL | United States | 16 | 76/584,257 | Mar 29 2004 | 2,935,974 | Mar 29 2005 | Registered |
| TRASH MOUNTAIN RANCH | United States | 25, 35, 43 | 87/793,906 | Feb 12 2018 | 5,711,210 | Mar 26 2019 | Registered |
| WORD OF MOUTH.ORG & Design | United States | 16, 41 | 85/906,018 | Apr 16 2013 | 4,443,409 | Dec 3 2013 | Registered |
| WORD OF MOUTH.ORG | United States | 16, 41 | 85/609,500 | Apr 26 2012 | 4,288,230 | Feb 12 2013 | Registered |
| TRASH MOUNTAIN RANCH SPRINKLE, TEXAS and Design | United States | 25, 35, 41, 43 | 88/468,579 | Jun 11 2019 | 5,943,997 | Dec 24 2019 | Registered |

TRADEMARK

REEL: 007227 FRAME: 0274

RECORDED: 03/19/2021