

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ladas & Parry LLP		03/12/2019	Limited Liability Partnership: NEW YORK
RECEIVING PARTY DATA			
Name:	Principium TMW LLC		
Street Address:	6060 North Central Expressway		
Internal Address:	Suite 344		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5753009	LIGHTSHIP	
Registration Number:	5371187	PRINCIPIUM	
Registration Number:	5272170	THE EVOLUTION OF BRAND SECURITY	
CORRESPONDENCE DATA			
Fax Number:	3123214299		
<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:	312-321-4200		
Email:	officeactions@brinksgilson.com		
Correspondent Name:	Andrew J. Avsec		
Address Line 1:	P. O. Box 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
NAME OF SUBMITTER:	Andrew J. Avsec		
SIGNATURE:	/Andrew J. Avsec/		
DATE SIGNED:	04/13/2021		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is dated as of March 12, 2019, by and among Principium Strategies LLC, a Delaware limited liability company, Ladas & Parry LLP, a New York limited liability partnership (together, “Assignors”), and Principium TMW LLC, a Delaware limited liability company (“Assignee”). Assignors and Assignee, along with other parties named therein, are parties to that certain Asset Purchase and Contribution Agreement (the “Purchase Agreement”), dated as of even date herewith. All capitalized terms not otherwise defined in this IP Assignment will have their respective meanings set forth in the Purchase Agreement.

RECITALS:

WHEREAS, Assignors operate an ongoing and existing business associated with Assignors’ Intellectual Property (other than Intellectual Property specifically identified in Excluded Assets), including, without limitation, the Intellectual Property listed on Exhibit A attached hereto (the “IP Rights”) and specifically the LIGHTSHIP trademark;

WHEREAS, pursuant to the Purchase Agreement, Assignors desire to effectuate the sale, assignment, conveyance, transfer, and delivery to Assignee of all of Assignors’ IP Rights included in the Assets that are not Contributed Assets (the “Assigned IP Rights”), and including, without limitation, the entire ongoing and existing business associated with the LIGHTSHIP trademark but which, for the avoidance of doubt, do not include any right, title, or interest in, to, or under the name “Ladas” or any trademarks, service marks, tradenames, service names, or other Intellectual Property including or incorporating “Ladas” or any derivations thereof; and

WHEREAS, Assignee desires to accept such transfer and assignment of the Assigned IP Rights, subject to the terms and conditions set forth in the Purchase Agreement and in this IP Assignment.

AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby irrevocably sell, convey, assign, transfer, and deliver to Assignee forever, without any restrictions, limitations, or reservations, all of Assignors’ right, title, and interest in and to the Assigned IP Rights, as fully and entirely as the same would have been held and enjoyed by Assignors had this IP Assignment not been made, including (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to Assignors by law, (b) all associated goodwill, (c) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that Assignors have or may have in profits and damages for past, present and future infringements of the Assigned IP Rights, including the right to compromise, sue for, and collect such profits and damages, and Assignee does hereby accept assignment of the Assigned IP Rights from Assignors.

2. Domain Name and Social Networking Transfers. The parties acknowledge that in order to effect the assignment and transfer of registration of any domain names and social networking identifiers listed on Exhibit A, the parties must follow certain procedures stipulated by the relevant registrar or website operator (the "Transfer Procedures"). The parties agree to cooperate reasonably with each other and to promptly take all reasonably necessary actions in order to comply with the Transfer Procedures so as to effect the transactions contemplated in this IP Assignment, including Assignors directing any domain name registrar to release and unlock any domain names including in the Assigned IP Rights and, upon notice from the registrar that such domain names have been unlocked, immediately requesting that the domain names be transferred to Assignee or an Affiliate of Assignee. Assignors further agree to provide a copy of any related filings or correspondence with registrars in Assignors' possession and to the extent related to the domain names included in the Assigned IP Rights to Assignee. Assignors shall, and shall cause their affiliates to retain the registration for such domain names until they are effectively transferred to Assignee by the applicable registrars. In the event that it is not possible to transfer ownership of certain social networking identifiers included in the Assigned IP Rights, then the parties hereto will work together to accomplish an informal, unofficial transfer, such as Assignors providing Assignee with appropriate user names and passwords for such social networking identifiers. If it is impossible to complete a transfer, formally or informally, of any such social networking identifiers, then Assignors shall take all reasonably necessary steps as requested by Assignee to delete any such social networking identifier at issue. In the event that Assignors are unable to delete any of such social networking identifiers requested by Assignee, Assignors agree to permanently cease the use of such social networking identifier, and Assignors agree that they will not, at any time, except upon the express prior written consent of Assignee, access any social media or other system using such social networking identifiers or otherwise make use of such social networking identifiers in the conduct of any business or enterprise.

3. Terms of IP Assignment. Assignors and Assignee hereby agree and acknowledge that this IP Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement and does not create any additional representations or warranties or alter or amend any of the representations or warranties contained in the Purchase Agreement, nor shall this IP Assignment impair or diminish any of the rights or obligations of the parties to the Purchase Agreement, as set forth therein. In the event of any inconsistency between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Recordation. This IP Assignment has been executed and delivered by Assignors with the intention of recording the assignment herein, as applicable, with the U.S. Patent and Trademark Office and any other similar Government Entities throughout the world, and Assignee shall have the right to record this IP Assignment with any applicable Government Entity so as to perfect its ownership of the Assigned IP Rights. All fees, costs and expenses incurred in connection with any such recordation shall be borne by Assignee.

5. Binding Effect. This IP Assignment will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns.

6. Further Assurances. Assignors hereby covenant and agree that they will, at the reasonable request of Assignee or its Affiliates, execute and deliver such other instruments of assignment, transfer, conveyance and delivery, and, at the sole cost and expense of Assignee, take such other action, as may be reasonably necessary to more effectively assign, transfer, convey and deliver to, and vest in, Assignee the Assigned IP Rights hereby assigned, transferred, conveyed and delivered, or intended so to be.

7. Headings. The section headings contained herein are for reference purposes only and will not affect in any way the meaning or interpretation of this IP Assignment.

8. Applicable Law. This IP Assignment and the legal relations between the parties hereto will be governed by and construed in accordance with the internal substantive laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters, including without limitation matters of validity, construction, effect, performance and remedies.

9. Counterparts. This IP Assignment may be executed simultaneously with original, facsimile, or .pdf signatures in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. Governing Law; Forum; Waiver of Jury Trial. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE INSTITUTED IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK AND COUNTY OF NEW YORK, AND EACH PARTY HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH PARTY HERETO HEREBY AGREES THAT SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY CERTIFIED MAIL TO ITS ADDRESS SET FORTH IN SECTION 8.10 OF THE PURCHASE AGREEMENT SHALL BE EFFECTIVE SERVICE OF PROCESS UPON SUCH PARTY FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS IP ASSIGNMENT.


11. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this IP Assignment.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Intellectual Property Assignment Agreement as of the date and year first above written.

ASSIGNORS:

PRINCIPIUM STRATEGIES LLC

By: 
Name: Dennis Prahl
Title: President

LADAS & PARRY LLP

By: _____
Name: Lanning Bryer
Title: Partner

ASSIGNEE:

PRINCIPIUM TMW LLC

By: _____
Name: Tobias Hartmann
Title: President

[Signature page to IP Assignment Agreement]

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ASSIGNORS:

PRINCIPIUM STRATEGIES LLC

By: _____

Name: Dennis Prahl

Title: President

LADAS & PARRY LLP

By: _____

Name: Lanning Bryer

Title: Partner

ASSIGNEE:

PRINCIPIUM TMW LLC

By: _____

Name: Tobias Hartmann

Title: President

[Signature page to IP Assignment Agreement]

TRADEMARK
REEL: 007254 FRAME: 0194

IN WITNESS WHEREOF, Assignors and Assignee have executed this Intellectual Property Assignment Agreement as of the date and year first above written.

ASSIGNORS:

PRINCIPIUM STRATEGIES LLC

By: _____

Name: Dennis Prahl

Title: President

LADAS & PARRY LLP

By: _____

Name: Lanning Bryer

Title: Partner

ASSIGNEE:

PRINCIPIUM TMW LLC

By: *Tobias Hartmann*

Name: Tobias Hartmann

Title: President

[Signature page to IP Assignment Agreement]

TRADEMARK
REEL: 007254 FRAME: 0195

Exhibit A

Trademarks

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Jurisdiction	Owner	Status
	App 25689130	App 04-AUG-2017	China	LADAS & PARRY LLP	Refused after appeal; Owner will not be appealing the denial.
	App 25689131	App 04-AUG-2017	China	LADAS & PARRY LLP	Approved for registration
	App 25689132	App 04-AUG-2017 Reg 21-SEP-2018	China	LADAS & PARRY LLP	Pending
	App 16997033 Reg 16997033	App 17-JUL-2017 Reg 22-FEB-2018	European Union	LADAS & PARRY LLP	Registered
	Reg 3616045	App 19-AUG-2017	India	LADAS & PARRY LLP	Registered
THE EVOLUTION OF BRAND SECURITY	App 86964940 Reg 5272170	App 05-APR-2016 Reg 22-AUG-2017	U.S.	LADAS & PARRY LLP	Registered
LIGHTSHIP	App 17897825 Reg 17897825	App 09-MAY-2018 Reg 14-SEP-2018	European Union	LADAS & PARRY LLP	Registered
LIGHTSHIP	App 3904888 Reg 3904888 (IR# 1415118)	App 16-MAY-2018	India	LADAS & PARRY LLP	Registered
LIGHTSHIP	Reg 1415118	Reg 16-MAY-2018	International	LADAS & PARRY LLP	Registered
LIGHTSHIP	App. 1415118	App. 16-MAY-2018	Australia	LADAS & PARRY LLP	Pending
LIGHTSHIP	Reg 1415118	Reg 16-MAY-2018	China	LADAS & PARRY LLP	Registered
LIGHTSHIP	App. 1415118	App. 16-MAY-2018	Colombia	LADAS & PARRY LLP	Pending

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Jurisdiction	Owner	Status
LIGHTSHIP	App. 1415118	App. 16-MAY-2018	Israel	LADAS & PARRY LLP	Pending; objection re: services identification issued
LIGHTSHIP	App. 1415118	App. 16-MAY-2018	Japan	LADAS & PARRY LLP	Pending
LIGHTSHIP	App. 1415118	App. 16-MAY-2018	Korea (South)	LADAS & PARRY LLP	Pending
LIGHTSHIP	App. 1415118	App. 16-MAY-2018	Mexico	LADAS & PARRY LLP	Pending
LIGHTSHIP	App. 1415118	App. 16-MAY-2018	New Zealand	LADAS & PARRY LLP	Pending
LIGHTSHIP	Reg. 1415118	App. 16-MAY-2018	Russia	LADAS & PARRY LLP	Registered
LIGHTSHIP	App. 1415118	App. 16-MAY-2018	Singapore	LADAS & PARRY LLP	Pending
LIGHTSHIP	App. 1415118	App. 16-MAY-2018	Thailand	LADAS & PARRY LLP	Pending
LIGHTSHIP	Reg 1415118	Reg 16-MAY-2018	Turkey	LADAS & PARRY LLP	Registered
LIGHTSHIP	App 87914088	App 09-MAY-2018	U.S.	LADAS & PARRY LLP	Pending Intent to Use; SOU filed
PRINCIPIUM	App 21799562 Reg 21799562	App 04-NOV-2016 Reg 21-DEC-2017	China	LADAS & PARRY LLP	Registered
PRINCIPIUM	App 21799627 Reg 21799627	App 04-NOV-2016 Reg 21-DEC-2017	China	LADAS & PARRY LLP	Registered
PRINCIPIUM	App 21799617	App 04-NOV-2016	China	LADAS & PARRY LLP	Refused, on appeal
PRINCIPIUM	App 15915283 Reg 15915283	App 12-OCT-2016 Reg 01-MAR-2017	European Union	LADAS & PARRY LLP	Registered
PRINCIPIUM	App 3386695	App 13-OCT-2016	India	LADAS & PARRY LLP	Registered
PRINCIPIUM	App 3386696	App 13-OCT-2016	India	LADAS & PARRY LLP	Registered
PRINCIPIUM	App 3386697	App 13-OCT-2016	India	LADAS & PARRY LLP	Registered

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Jurisdiction	Owner	Status
PRINCIPIUM	App 87200892 Reg 5371187	App 12-OCT-2016 Reg 02-JAN-2018	U.S.	LADAS & PARRY LLP	Registered

Web Domains

Domain	Expiration Date	Registrar	Registrant
pstr.at	4/12/2019	1API GmbH	Principium Strategies
princ.pm	4/19/2019	1API GmbH	Principium Strategies
prnc.pm	6/7/2019	1API GmbH	Principium Strategies
principium.domains	10/13/2019	1API GmbH	Principium Strategies
principium.exchange	10/13/2019	1API GmbH	Principium Strategies
principium.international	10/13/2019	1API GmbH	Principium Strategies
principium.technology	10/13/2019	1API GmbH	Principium Strategies
principium.watch	10/13/2019	1API GmbH	Principium Strategies
evolutioninbrandsecurity.com	3/30/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
evolutionofbrandsecurity.com	3/30/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
theevolutioninbrandsecurity.com	3/30/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
theevolutionofbrandsecurity.com	3/30/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
prncpm.com	6/22/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principium.biz	10/12/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principium.us	10/12/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principiumintellectualproperty.com	10/13/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principiumip.com	10/13/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principiumips.com	10/13/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principiumipstrategies.com	10/13/2019	Ladas Domains LLC d/b/a	Principium Strategies

Domain	Expiration Date	Registrar	Registrant
		Principium Strategies	
principiumstrategies.com	10/13/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principiumpod.com	10/14/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
theprincipiumpod.com	10/14/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principiumstrategies.biz	10/27/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principiumstrategies.co	10/27/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principiumstrategies.us	10/27/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principiumstrategies.info	10/28/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principiumstrategies.net	10/28/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies
principiumstrategies.org	10/28/2019	Ladas Domains LLC d/b/a Principium Strategies	Principium Strategies