

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667199

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900627305		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Solaria Labs, LLC		06/15/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clegg Ventures, Inc.		
<b>Street Address:</b>	3301 North Thanksgiving Way		
<b>Internal Address:</b>	Suite 125		
<b>City:</b>	Lehi		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84043		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5257428	ALL SET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8017465560		
<b>Email:</b>	admin@intellectualstrategies.com		
<b>Correspondent Name:</b>	Jeff Holman		
<b>Address Line 1:</b>	26 South Rio Grande Street, Suite 2072		
<b>Address Line 2:</b>	Intellectual Strategies 4184		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84101		
<b>ATTORNEY DOCKET NUMBER:</b>	4184.3.6		
<b>NAME OF SUBMITTER:</b>	Jeff Holman		
<b>SIGNATURE:</b>	/Jeff Holman/		
<b>DATE SIGNED:</b>	08/12/2021		
<b>Total Attachments: 3</b>			
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**TRADEMARK ASSET PURCHASE AGREEMENT**

This Trademark Asset Purchase Agreement (“Agreement”) is entered into by and between the Seller and the Buyer listed below (each a “Party” and collectively the “Parties”) as of the Effective Date.

6/15/2021 | 15:13 PDT

\_\_\_\_\_  
“Effective Date” of the Agreement

\_\_\_\_\_  
**Solaria Labs, LLC**  
“Seller” on behalf of itself and its affiliates  
a Delaware limited liability company  
\_\_\_\_\_  
Entity

\_\_\_\_\_  
**Clegg Ventures, Inc.**  
“Buyer” on behalf of itself and its affiliates  
a Utah corporation  
\_\_\_\_\_  
Entity

The Parties acknowledge that the covenants, terms, and obligations set forth in this Agreement are adequate consideration for the mutual obligations between the Parties.

The Seller owns registered U.S. trademarks (identified in the attached Trademark Assignment as the “Marks”) and desires to assign to the Buyer (or its affiliates or legal designates) all rights, title, and interest in and to the Marks, including any pending applications and registrations, together with the goodwill associated with the past, present, and future commerce and business associated the Marks, and all causes of action and claims based on past actions or infringements related to the Marks.

The Buyer agrees to pay to the Seller the sum of USD 4,000.00 (the “Payment”). The Buyer shall initiate the Payment via check, ACH, or wire transfer payable to the account specified by the Seller promptly upon receipt of the executed Assignment from the Seller, which is appended to this Agreement. The Payment shall be payment in full, inclusive of taxes, including VAT (if any), and commercially reasonable processing fees incurred by the Seller in connection with the Payment.

The Seller authorizes and requests the Director of the United States Patent and Trademark Office to record the executed Assignment and to coordinate with any foreign offices or jurisdictions in which additional filings may be made or required. The Seller agrees to execute, at the reasonable expense of the Buyer, any and all documents and instruments and perform all lawful acts reasonably related to recording this Assignment or perfecting title to the Marks in the Buyer, its successors, legal representatives, or assigns. Additionally, the Seller hereby appoints the Buyer, its successors, legal representatives, or assigns as its attorney-in-fact with regard only to the execution of any such documents or performance of any actions related to such Assignment.

The Seller represents and warrants, in the United States and elsewhere, it is not aware of any circumstances which would warrant cancellation or other diminution of the Marks, and it does not own any other marks or any pending applications for registrations for any related or potentially conflicting marks negatively impact the use of the Marks, consistent with its description of goods and services, by the Buyer, its successors, legal representatives, or assigns.

The following general terms and conditions control and survive termination of this Agreement. This Agreement is governed by the laws of New York, without regard to conflict of laws principles. The terms of this Agreement and the Assignment are confidential information and shall be maintained in confidence by the Parties. The Parties acknowledge and agree that any breach or threatened breach of this Agreement could cause harm to the non-breaching Party for which money damages may not provide an adequate remedy, and the non-breaching Party may seek temporary and permanent injunctive relief restraining any actions in breach of this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements and representations. No modification or alteration of this Agreement shall be effective unless agreed to in writing by both Parties. If any provision of this Agreement is found to be illegal or unenforceable, such provision shall be severed, and the remaining provisions shall be maintained and interpreted independently of the severed provision. A waiver of any right shall not be construed as a waiver of any other rights under this Agreement.

The Parties cause this Agreement to be executed, as a single document or in counterparts, by their duly authorized representatives below.

Seller



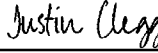
Signature  
Michael Garvey

Name  
COUNSEL, HO, LEGAL-CORP FINANCE & INS REGULATORY

Title  
6/15/2021 | 18:09 EDT

Date

Buyer



Signature  
Justin Clegg

Name  
Executive Officer

Title  
6/15/2021 | 15:13 PDT

Date

### TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is executed by the Assignor for the benefit of the Assignee as of the Effective Date.

6/15/2021 | 15:13 PDT

\_\_\_\_\_  
"Effective Date" of the Assignment

"Marks":

U.S. Registration No.: 5402413 for ALL SET (a design mark)

U.S. Registration No.: 5257428 for ALL SET (a standard character mark)

The Assignor hereby assigns to the Assignee all rights, title, and interest in and to the Marks, including any pending applications and registrations, together with the goodwill of the past, present, and future commerce associated the Marks, and all causes of action and claims based on past actions or infringement related to the Marks.

Assignor

  
\_\_\_\_\_

Signature  
Michael Garvey

Name  
COUNSEL, HO, LEGAL-CORP FINANCE & INS REGULATORY

Title  
6/15/2021 | 18:09 EDT

Date

Assignee's Acknowledgement  
(optional; may be provided separately)

  
\_\_\_\_\_

Signature  
Justin Clegg

Name  
Executive Officer

Title  
6/15/2021 | 15:13 PDT

Date