

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amped & Collection Inc.		08/23/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	RGA Amped LLC		
Street Address:	801 Barton Springs Rd.		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5609422	AMPED & CO	
Registration Number:	5962699	AMPED & CO	
Registration Number:	5401791	AMPED & CO	
Registration Number:	6008857	&	
Registration Number:	5437917	LIGHT UP YOUR LIFE	
Registration Number:	5244295	CREATE WORDS TO LIVE BY.	
Registration Number:	5216497	MY CINEMA LIGHTBOX	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	713-276-5500		
Email:	ipdocketing@foley.com, sfelde@foley.com		
Correspondent Name:	Foley & Lardner LLP		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 4:	Washington, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	128509-0148		
NAME OF SUBMITTER:	Sara M. Felde		
SIGNATURE:	/Sara M. Felde/		

OP \$190.00 5609422

DATE SIGNED:

09/02/2021

Total Attachments: 17

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is entered into as of August 23, 2021, by and between (i) RGA Amped LLC, a Delaware limited liability company (the “**Assignee**”), (ii) Amped & Collection Inc. (f/k/a ONE11 Imports Inc.), a federal corporation incorporated pursuant to the laws of Canada (“**Amped**”), (iii) Andrea Banyai (“**Banyai**”), and (iv) Andrew Paprocki (“**Paprocki**”, together with Amped and Banyai, each, an “**Assignor**”, and together, the “**Assignors**”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, entered by and among the Assignee, as the Purchaser, Amped, as the Seller, and the Equity Holders (the “**Purchase Agreement**”).

RECITALS

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignors have agreed to assign to the Assignee the Business Intellectual Property Assets, and the Assignee has agreed to accept such assignment, and the Assignors and the Assignee have agreed to execute and deliver this Assignment for recording with the applicable governmental authorities, including without limitation the Canadian Intellectual Property Office and the U.S. Patent and Trademark Office, and domain name registrars.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement and the payment of the consideration stipulated in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignors and the Assignee hereby agree as follows:

1. **Sale, Transfer, Assignment, Delivery and Conveyance.** The Assignors do hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver and otherwise convey to the Assignee, and the Assignee does hereby purchase, acquire and accept from the Assignors, all of the Assignors’ respective rights, title and interest, throughout the world, in, to and under the Business Intellectual Property Assets, including without limitation (i) all of the patents and patent applications identified on **Schedule A** hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, (ii) all of the registered trademarks and trademark applications identified on **Schedule B** hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, (iii) all of the registered copyrights and copyright applications identified on **Schedule C** attached hereto, together with the goodwill connected with the use thereof, and (iv) all of the domain names identified on **Schedule D** hereto, including all intellectual property rights of any website associated with any such domain name, together with all rights of any kind whatsoever of the Assignors accruing under any of the Business Intellectual Property Assets provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including without limitation any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Business Intellectual Property Assets, and all rights of action and defenses accrued, accruing and to accrue in respect of the Business Intellectual Property Assets, including without limitation the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of the Assignors in all matters related to all of the foregoing (collectively, the “**Assigned IP**”), in

each case free and clear of any Liens. The Assignors hereby waive any moral rights, or rights equivalent thereto, that the Assignors may have in or to the Assigned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Assigned IP, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable law, the Assignors agree that it shall not assert such moral rights against the Assignee or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Power of Attorney and Further Assurances. The Assignors hereby constitute and appoint the Assignee as the true and lawful agent and attorney-in-fact of the Assignors, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Assignors but on behalf and for the benefit of the Assignee and its successors and assigns, from time to time solely to institute and prosecute, in the name of the Assignors or otherwise, any and all proceedings at law, in equity or otherwise, that the Assignee or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure the Assignee's rights in the Assigned IP. Without limitation of the foregoing, the Assignors agree to cooperate with the Assignee in taking any action which the Assignee reasonably requests to perfect or enforce the Assignee's rights in the Assigned IP, and the Assignors agree to execute any and all documents reasonably necessary or appropriate to obtain and enforce copyrights, patents, trademarks and trade secrets in the Assigned IP, including specific assignments of such Assigned IP for particular products or developments, and agrees to execute all lawful papers, make all rightful oaths and other actions reasonably required or necessary to aid the Assignee, its successors and assigns in obtaining and enforcing its rights in and to the Assigned IP in the United States and throughout the world.

3. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Recordation. The Assignors hereby authorize the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials, and the applicable domain name registrars to record and register this Assignment upon request by the Assignee.

6. Entire Agreement. This Assignment is made pursuant to the Purchase Agreement and is subject to the terms thereof. Nothing contained in this Assignment shall be construed to enlarge, limit, modify or alter the rights of the Assignors or the Assignee under the Purchase Agreement. This Assignment is made solely for the purpose of separately evidencing and effectuating certain of the Transactions and, in the event of any conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

7. Miscellaneous. This Assignment, and any and all disputes directly or indirectly arising out of or relating to this Assignment, will be governed by and construed in accordance with the laws of the State of Delaware, without reference to the choice of law rules thereof. Each of the parties hereby irrevocably consents to the arbitration provision set forth in 8.15 of the Purchase Agreement. If any provision of this Assignment is held unenforceable by a court of competent jurisdiction, the

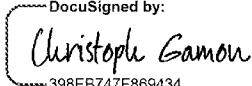
other provisions will remain in full force and effect. If legally permitted, the unenforceable provision will be replaced with an enforceable provision that as nearly as possible gives effect to the parties' intent. A waiver of rights under this Assignment will not be effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights. This Assignment may not be amended unless the amendment is in writing and signed by authorized representatives of both parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this **INTELLECTUAL PROPERTY ASSIGNMENT** as of the day and year first above written.

ASSIGNEE:

RG AMPED LLC

By: 
Name: Christoph Gamon
Title: Vice President and Secretary

ASSIGNORS:

AMPED & COLLECTION INC.

By: _____
Name: Andrea Banyai
Title: President

Andrea Banyai

Andrew Paprocki

IN WITNESS WHEREOF, the undersigned have executed this INTELLECTUAL PROPERTY ASSIGNMENT as of the day and year first above written.

ASSIGNEE:

RGA AMPED LLC

By: _____

Name: Christoph Gamon

Title: Vice President and Secretary

ASSIGNORS:

AMPED & COLLECTION INC.

By:  _____

Name: Andrea Bahyai

Title: President



Andrea Banyai



Andrew Paprocki

SCHEDULE A

Patents

None.


SCHEDULE B

Registered Trademarks and Applications

[See attached]

CANADIAN TRADEMARKS						
Mark	Record Owner	Registration No. / Application No.	Goods / Service	Status	Notes	
MY CINEMA LIGHTBOX	Amped & Collection Inc.	TMA959257	Goods: Novelty items, namely, luminous LED signs and translucent plastic letters, numbers, and symbols for use with luminous LED signs.	Registered	Registered: January 5, 2017 Renewable: January 5, 2032 Registration does not cover online sales	
CREATE WORDS TO LIVE BY	Amped & Collection Inc.	TMA959384	Goods: Novelty items, namely, luminous LED signs and translucent plastic letters, numbers, and symbols for use with luminous LED signs.	Registered	Registered: January 6, 2017 Renewable: January 6, 2032 Registration does not cover online sales	
AMPED & CO	Amped & Collection Inc.	TMA985577	Goods: Lighting and giftware products namely lighting fixtures, neon signs, luminous LED signs and LED luminaires. Services: Custom manufactures of and wholesale and retail sale of lighting and giftware products namely lighting fixtures, neon signs, luminous LED signs and LED luminaires.	Registered	Registered: November 24, 2017 Renewable: November 24, 2032 Registration covers retail sales but does not cover online sales.	
LIGHT UP YOUR LIFE	Amped & Collection Inc.	TMA1017467	Goods: Lighting and giftware products, namely, neon signs, electronic luminous LED signs; Lighting and giftware products, namely, lighting fixtures and LED luminaires. Services: Custom manufacturer of lighting and giftware products, namely, lighting fixtures, neon signs, luminous LED signs and LED luminaires.	Registered	Registered: March 15, 2019 Renewable: March 15, 2034 Registration does not cover online sales	
AMPERSAND (logo)	Amped & Collection Inc.	Application No. 1928011	Goods: Lighting products, namely, neon signs, electronic luminous LED signs; giftware products; Lighting products, namely, lighting fixtures and LED luminaires; giftware products. Services: Online wholesale and retail store services featuring lighting fixtures, neon signs, luminous LED signs, LED luminaires and giftware; Custom manufacturer of lighting and giftware products, namely, lighting fixtures, neon signs, luminous LED signs and LED luminaires.	Pending Application	Application Filed: October 30, 2018 Office Action Issued: April 28, 2021	



<p>AMPED & CO (logo)</p> 	<p>Amped & Collection Inc.</p>	<p>Application No. 192012</p>	<p><u>Goods</u>: Lighting products, namely, neon signs, electronic luminous LED signs; giftware products; Lighting products, namely, lighting fixtures and LED luminaires; giftware products.</p> <p><u>Services</u>: Online wholesale and retail store services featuring lighting fixtures, neon signs, luminous LED signs, LED luminaires and giftware; Custom manufacturer of lighting and giftware products, namely, lighting fixtures, neon signs, luminous LED signs and LED luminaires.</p>	<p>Pending Application</p>	<p>Application Filed: October 30, 2018 Office Action Issued: April 28, 2021</p>
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US TRADEMARKS					
Mark	Record Owner	Registration No. / Application No.	Goods / Service	Status	Notes
AMPEED & CO (word)	Amped & Collection Inc.	5609422	35: Online wholesale store services featuring lighting fixtures, neon signs, luminous LED signs and LED luminaires; online retail store services featuring lighting fixtures, neon signs, luminous LED signs and LED luminaires. FIRST USE: 20160714. FIRST USE IN COMMERCE: 20160714	Registered	Section 8 & 15 Due by November 20, 2024.
AMPEED & CO (phrase)	Amped & Collection Inc.	5401791	9: Lighting and giftware products, namely, neon signs, electronic luminous LED signs. FIRST USE: 20161111. FIRST USE IN COMMERCE: 20161111. 11: Lighting and giftware products, namely, lighting fixtures and LED luminaires. FIRST USE: 20161111. FIRST USE IN COMMERCE: 20161111. 40: Custom manufacture of lighting and giftware products, namely, lighting fixtures, neon signs, luminous LED signs and LED luminaires. FIRST USE: 20161100. FIRST USE IN COMMERCE: 20161100.	Registered	Section 8 & 15 Due by February 13, 2024.

	Amped & Collection Inc.	5962699	<p>9: Lighting products, namely, neon signs, electronic luminous LED signs; giftware products, namely, USB chargers for lights, wireless chargers, speakers, magical and optical lanterns. FIRST USE: 20181228. FIRST USE IN COMMERCE: 20181228.</p> <p>11: Lighting products, namely, lighting fixtures and LED luminaires; giftware products, namely, light diffusers. FIRST USE: 20181228. FIRST USE IN COMMERCE: 20181228.</p> <p>20: Giftware products, namely, pin boards of cork, display boards, letter boards for displaying custom messages. FIRST USE: 20181228. FIRST USE IN COMMERCE: 20181228.</p> <p>35: Online wholesale and retail store services featuring lighting fixtures, neon signs, luminous LED signs and LED luminaires and giftware products, namely, USB chargers for lights, wireless chargers, speakers, radio alarm clocks, lanterns, strings of lights, light diffusers, alarm clocks, art prints, drawing board pins, mounting boards, pin boards of cork, display boards, letter boards, swimming pool air floats. FIRST USE: 20181228. FIRST USE IN COMMERCE: 20181228.</p> <p>40: Custom manufacture of lighting and giftware products, namely, lighting fixtures, neon signs, luminous LED signs and LED luminaires. FIRST USE: 20181228. FIRST USE IN COMMERCE: 20181228.</p>	Registered	Section 8 & 15 Due by January 14, 2026.
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AMPERSAND (logo)	Amped & Collection Inc.	6008857	<p>9: Lighting products, namely, neon signs, electronic luminous LED signs; giftware products, namely, USB chargers for lights, wireless chargers, speakers, and optical lanterns. FIRST USE: 20181228. FIRST USE IN COMMERCE: 20181228.</p> <p>11: Lighting products, namely, lighting fixtures and LED luminaries; giftware products, namely, light diffusers. FIRST USE: 20181228. FIRST USE IN COMMERCE: 20181228.</p> <p>20: Giftware products, namely, pin boards of cork, display boards, letter boards for displaying custom messages. FIRST USE: 20181228. FIRST USE IN COMMERCE: 20181228.</p> <p>35: Online wholesale and retail store services featuring lighting fixtures, neon signs, luminous LED signs and LED luminaries and giftware products, namely, USB chargers for lights, wireless chargers, speakers, light diffusers, alarm clocks, art prints, drawing board pins, mounting boards, pin boards of cork, display boards, letter boards for displaying custom messages, swimming pool air floats. FIRST USE: 20181228. FIRST USE IN COMMERCE: 20181228.</p> <p>40: Custom manufacture of lighting and giftware products, namely, lighting fixtures, neon signs, luminous LED signs and LED luminaries and giftware. FIRST USE: 20181228. FIRST USE IN COMMERCE: 20181228.</p>	Registered	Section 8 & 15 Due by March 10, 2026.
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LIGHT UP YOUR LIFE	Amped & Collection Inc.	5437917	<p>9: Lighting and giftware products, namely, neon signs, electronic luminous LED signs. FIRST USE: 20151130. FIRST USE IN COMMERCE: 20151130.</p> <p>11: Lighting and giftware products, namely, lighting fixtures and LED luminaires. FIRST USE: 20151130. FIRST USE IN COMMERCE: 20151130.</p> <p>40: Custom manufacture of lighting and giftware products, namely, lighting fixtures, neon signs, luminous LED signs and LED luminaires. FIRST USE: 20151130. FIRST USE IN COMMERCE: 20151130.</p>	Registered	Section 8 & 15 Due by April 3, 2024.
CREATE WORDS TO LIVE BY	Amped & Collection Inc.	5244295	<p>9: Novelty items, namely, luminous LED signs; novelty items, namely, luminous LED signs and translucent plastic tiles printed with letters, numbers, and symbols for use with luminous LED signs, sold as a unit. FIRST USE: 20150905. FIRST USE IN COMMERCE: 20150905.</p> <p>20: Novelty items, namely, translucent plastic tiles printed with letters, numbers, and symbols for use with luminous LED signs. FIRST USE: 20150905. FIRST USE IN COMMERCE: 20150905.</p>		Section 8 & 15 due by July 18, 2023.
MY CINEMA LIGHTBOX	Amped & Collection Inc.	5216497	<p>9: Novelty items, namely, luminous LED signs and translucent plastic letters, numbers, and symbols for use with luminous LED signs, sold as a unit. FIRST USE: 20150905. FIRST USE IN COMMERCE: 20150905;</p> <p>20: Novelty items, namely, translucent plastic letters, numbers, and symbols for use with luminous LED signs. FIRST USE: 20150915. FIRST USE IN COMMERCE: 20150915</p>	Registered	Section 8 & 15 Due by June 6, 2023. Original applicant/owner was ONE11 Imports Inc. However, a Name Change (dated February 24, 2017) was filed to now show AMPED & Collection Inc. as the owner. Notably, while the Name Change was properly recorded, the records still reflect ONE11 Imports Inc. as the owner. This appears to be just an error by the USPTO.

EUROPEAN UNION TRADEMARKS						
Mark	Record Owner	Registration No. / Application No.	Goods / Service	Status	Notes	
AMPED LOGO	Amped & Collection Inc.	Application No. 17976006	Class: 9, 11, 20, 35, 40	Registered	Registered: May 11, 2019 Renewable: May 11, 2024	
AMPED & CO	Amped & Collection Inc.	Registration No. 16151631	Class: 9, 11	Registered		

UNITED KINGDOM TRADEMARKS						
Mark	Record Owner	Registration No. / Application No.	Goods / Service	Status	Notes	
AMPED LOGO	Amped & Collection Inc.	Registration No. UK00917976006	Class: 9, 11, 20, 35, 40	Registered	Registered: May 11, 2019 Renewable: May 11, 2024	
AMPED LOGO	Amped & Collection Inc.	Registration No. UK00003349258	Class: 9, 11, 20, 35, 40	Registered	Registered: March 22, 2019 Renewable: March 22, 2024	
AMPED & CO	Amped & Collection Inc.	Registration No. UK00916151631	Class: 9, 11	Registered	Registration Date: June 1, 2017	

CHINA TRADEMARKS						
Mark	Record Owner	Registration No. / Application No.	Goods / Service	Status	Notes	
AMPERSAND LOGO	Amped & Collection Inc.	Application No. 34982815	Class: 35	Registered	Next Due Date: June 11, 2021	
AMPERSAND LOGO	Amped & Collection Inc.	Application No. 34982816		Registered	Next Due Date: June 11, 2021	
AMPERSAND LOGO	Amped & Collection Inc.	Registration No. 34982817	Class: 9	Registered	Registered: July 21, 2019	
AMPERSAND LOGO	Amped & Collection Inc.	Registration No. 34982814	Class: 40	Registered	Renewable: July 21, 2022	
AMPED & CO.	Amped & Collection Inc.	Registration No. 23045702	Class: 9	Registered	Registration Date: February 28, 2018	
AMPED & CO.	Amped & Collection Inc.	Registration No. 23045703	Class: 10	Registered	Registration Date: March 7, 2018	
AMPED & CO.	Amped & Collection Inc.	Registration No. 23062415	Class: 35	Registered	Registration Date: March 7, 2018	
AMPED & CO.	Amped & Collection Inc.	Registration No. 23062416	Class: 40	Registered	Registration Date: March 7, 2018	
MY CINEMA LIGHTBOX	Amped & Collection Inc.	Registration No. 23027760	Class 9	Registered	Registration Date: February 28, 2018	
MY CINEMA LIGHTBOX	Amped & Collection Inc.	Registration No. 23027761	Class 11	Registered	Registration Date: February 28, 2018	
MY CINEMA LIGHTBOX	Amped & Collection Inc.	Registration No. 23027762	Class 40	Registered	Registration Date: February 28, 2018	

HONG KONG TRADEMARKS						
Mark	Record Owner	Registration No. / Application No.	Goods / Service	Status	Notes	
AMPED & CO	Amped & Collection Inc.	Registration No. 304096/61	Class: 9, 11, 35, 40	Registered	Registration Date: June 11, 2021	

REPUBLIC OF CHINA (TAIWAN) TRADEMARKS						
Mark	Record Owner	Registration No. / Application No.	Goods / Service	Status	Notes	
AMPED & CO	Amped & Collection Inc.	Registration No. 1888407	Class: 9, 11, 35, 40	Registered	Registration Date: December 16, 2017	
MY CINEMA LIGHTBOX	Amped & Collection Inc.	Registration No. 1891583	Class: 9, 11, 35	Registered	Registration Date: January 1, 2018	

SCHEDULE C

Registered Copyrights

None.

SCHEDULE D

Domain Names

Domain Name	Registrant	Registration Date	Expiry Date	Notes
ampedandco.com	Andrew Paprocki	August 30, 2016	August 30,2022	Live domain name
ampedandco.ca	Andrew Paprocki	October 21, 2017	October 21, 2021	Live domain name
mycinemalightbox.com	Andrew Paprocki	August 27, 2015	August 27, 2021	Live domain name
originalcinemalightbox.com	Andrew Paprocki	July 21, 2016	July 21, 2021	Parked domain name
marqueelightbox.com	Andrew Paprocki	July 21, 2016	July 21, 2021	Parked domain name; Redirects to mycinemalightbox.com
cinemalightbox.com	Andrew Paprocki	August 26, 2015	August 26, 2021	Parked domain; Redirects to mycinemalightbox.com
ampedand.co	Andrew Paprocki	October 14, 2016	October 13, 2021	Parked domain name; Redirects to ampedandco.com
ampedneon.com	Andrew Paprocki	August 30, 2016	August 30, 2022	Parked domain name