

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Surf Capital, LLC		01/25/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Electrofy, LLC		
<b>Street Address:</b>	674 Via De La Valle, Suite 210		
<b>City:</b>	Solana Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92075		
<b>Entity Type:</b>	Limited Liability Company: WYOMING		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6296944	ELECTROFY	
<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>	858-794-2140		
<b>Email:</b>	nelson@weeksnelson.com		
<b>Correspondent Name:</b>	Gregory K. Nelson		
<b>Address Line 1:</b>	P.O. Box 675963		
<b>Address Line 4:</b>	Rancho Santa Fe, CALIFORNIA 92067		
<b>NAME OF SUBMITTER:</b>	Gregory K. Nelson		
<b>SIGNATURE:</b>	/gnelson/		
<b>DATE SIGNED:</b>	01/25/2022		
<b>Total Attachments: 5</b>			
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OP \$40.00 6296944

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Trademark Assignment"), effective as of December 1, 2021 (the "Effective Date"), is by and between **Surf Capital, LLC**, a California Limited Liability Company (the "Assignor"), and **Electrofy, LLC**, a Wyoming corporation (the "Assignee").

WHEREAS, Assignor is the owner of the trademark registration identified on **Exhibit A** and may own additional trademark registrations, and possesses all rights, title and interest in the Trademarks (collectively, the "Assigned Trademarks");

WHEREAS, the Assignor represents that the Assignor is capable and authorized to transfer all right, title and interest in the Assigned Trademarks;

WHEREAS, subject to the terms and conditions set forth in this Trademark Assignment, the Assignor is willing to assign to the Assignee its rights in the Assigned Trademarks; and

WHEREAS, the Assignee desires to obtain ownership of the Assigned Trademarks in accordance with the terms and conditions set forth in this Trademark Assignment.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the Assignee and the Assignor, intending to be legally bound, hereby agree as follows:

1. Assignment. The Assignor does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the Assignee, in perpetuity, all of its respective worldwide rights, title, and interests in and to the Assigned Trademarks, and all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to said Assigned Trademarks, and all foreign counterparts thereof, together with rights of priority and protection of interest in the Assigned Trademarks and all administrative rights relating thereto, including without limitation the right to prosecute registration applications and oppose or seek to cancel third party registrations, and all choses-in-action pertaining thereto, including without limitation, the right to bring an action at law or in equity for any infringement, dilution or violation of the Assigned Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Assigned Trademarks.

Notwithstanding anything to the contrary contained herein, the Assigned Trademarks shall not include any Trademark Application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Assigned Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

2. Recordation. In order to record this Trademark Assignment with the United States Patent and Trademark Office (the "USPTO"), the parties hereto shall execute this Trademark Assignment, and the Assignee may execute the Recordation Cover Sheet or any similar document required by the USPTO in order to record the assignment effected hereby. Thereafter, the Assignee may record the executed Recordation Form Cover Sheet with the USPTO, together with any schedules and exhibits thereto, including, but not limited to, this Trademark Assignment. At any time, and from time to time at Assignee's request and expense, the Assignor agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably requested by Assignee to more effectively vest full title in and to the Assigned Trademarks, including the Trademark Registrations and Trademark Applications in the Assignee.

3. Power of Attorney. The Assignor does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful

attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the USPTO. This power of attorney shall be irrevocable.

4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.

5. Successors and Assigns. This Trademark Assignment shall bind the Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns.

*[Signature page to follow]*

This Assignment of Trademarks is executed and delivered effective as of the Effective Date.

**Surf Capital, LLC**

By: *Jed Rawson*

STATE OF CALIFORNIA <sup>Texas</sup> :  
 :  
 COUNTY OF Collin : SS

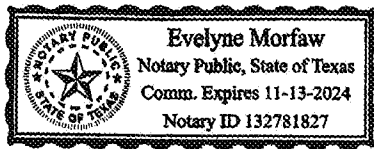
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 25<sup>th</sup> day of January, 2022, before me, Evelyne Morfaw the undersigned notary public, personally appeared Jedediah Jay Rawson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

*Evelyne Morfaw*  
Notary Public

(seal)



**Electrofy, LLC**

By: *Jed Rawson*

STATE OF CALIFORNIA <sup>Texas</sup> :  
 :  
 COUNTY OF Collin : SS

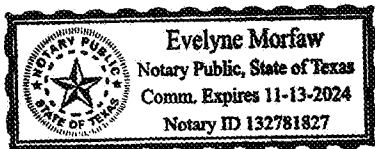
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 25<sup>th</sup> day of January, 2022, before me, Evelyne Morfaw the undersigned notary public, personally appeared Jedediah Jay Rawson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

*Evelyne Morfaw*  
Notary Public

(seal)



**TRADEMARK**