

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758048

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900706942		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ping HD, LLC		05/26/2022	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Spectrio LLC		
Street Address:	7624 Bald Cypress PL		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	34614		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97400922	ENGAGEPHD	
CORRESPONDENCE DATA			
Fax Number:	4192416894		
<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:	4193211473		
Email:	mdockins@shumaker.com		
Correspondent Name:	Michael E. Dockins		
Address Line 1:	1000 Jackson St.		
Address Line 4:	Toledo, OHIO 43604		
ATTORNEY DOCKET NUMBER:	264036		
NAME OF SUBMITTER:	Michael E. Dockins		
SIGNATURE:	/Michael E. Dockins/		
DATE SIGNED:	09/28/2022		
Total Attachments: 9			
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TRADEMARK

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Intellectual Property Assignment**”) is made and entered into effective as of May 26, 2022 (the “**Effective Date**”) by and between PING HD, LLC, a Nevada limited liability company (“**Assignor**”), and SPECTRIO LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

1. Assignor, Assignee, Centerplate, Inc., Commodore Management, LLC, Crown Geneva Holdings LLC, Freehold, LLC, Greg Lewis, Hilltopper Enterprises LLC, Mirus Vita, LLC, and Peter Stamos are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), governing the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities. All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement

2. Pursuant to the terms of the Purchase Agreement, Assignor has agreed to transfer and assign all of Assignor’s rights and interests in the intellectual property of Assignor and the Intellectual Property Assets (as defined in the Purchase Agreement) to Assignee.

3. Assignor individually owns, or may claim to own or have an interest in, the trademarks and services marks (the “**Marks**”), applications, registrations and other intellectual property (the “**Property**”) as described in Appendix A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized in connection with the products or services on which the Marks are used (the “**Products**”). Other than the Retained Assets, Assignor represents that Assignor individually owns no further trademarks, service marks, trade names, collective marks, certification marks, slogans or logos other than those identified in, or referenced by, this recital.

4. Assignor owns copyrights (the “**Copyrights**”) in numerous works (“**Works**”). Other than the Retained Assets, Works include the following:

All software, source code, object code, executable code, scripts, web pages, programs, databases, modules, texts, books, articles, manuals, handbooks, workbooks, pamphlets, written materials, advertising materials, DVDs, CDs, videos, films, recordings, banners, design elements, advertisements, work products, sketches, logos, content, information, artwork, graphics, posters, concepts, images, photographs, and other written, pictorial, graphic or audiovisual works, including any changes or modifications, related to works which Assignor has authored, modified, edited, made, or conceived or otherwise owns. Works also include the websites and content associated with the Domain Names and their subpages. Works hereby assigned shall also include any future revisions, changes, enhancements and derivative works hereafter made.

Works may include any common law rights as well as registrations and copyright applications, if any, and any renewals and extensions thereof. Assignor represents that all copyright applications

or registrations owned by Assignor, whether in the U.S. or in any other country, shall be listed as follows:

None.

Assignor represents that Assignor owns or claims an interest in no further Copyrights or Works other than those identified in, or referenced by, this recital.

5. Assignor owns or has developed certain trade secrets and confidential information including, but not limited to, software, concepts, inventions, designs, technical drawings, knowledge, blue-prints, plans and/or trade secrets ("**Trade Secrets**").

6. Assignor owns, claims an interest in or otherwise controls, the Internet domain names (the "**Domain Names**") as described in Appendix B attached hereto and incorporated by reference herein.

7. Assignor owns, claims an interest in or otherwise controls, the following phone number(s) (the "**Phone Number**"):

(303) 593-1252

8. Assignee desires to acquire all of Assignor's right, title and interest in the Marks, Property, Products, Copyrights, Works, Trade Secrets, Domain Names, Phone Number and any other Intellectual Property other than the Retained Assets.

THEREFORE, in consideration of the promises mutually exchanged herein and other good and valuable consideration, Assignor and Assignee agree as follows:

AGREEMENT

1. ACKNOWLEDGMENT. Assignor acknowledges, represents and warrants that the foregoing recitals are true and correct to the best of its knowledge, information and belief.

2. TRADEMARKS.

a. Assignor assigns to Assignee, its successors and assigns, all of Assignor's rights, title and interest of whatever kind in and to all the Marks and Property together with (1) the goodwill of the business relating to the Products upon which the Marks are used; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

b. Assignor agrees to completely cease and desist, or otherwise discontinue, from any and all use, in any form, of the Marks and Property, or substantially similar variations thereof, within five (5) days of the Effective Date. Further, Assignor shall not represent or imply that Assignor is certified by, sponsored by, or otherwise affiliated with Assignee. Assignor will

cease using such Marks and take steps promptly to change any corporate or company names, signs, stationery, websites and other places where such names are portrayed. Assignor also agrees for itself and for its successors and assigns to not use the Marks in any company or other entity name or market under that name, to own, to be employed by, to manage, or to be an officer or director of any company which uses such name.

c. Assignor shall not, directly or indirectly, in any way formally challenge, attack, oppose, cancel, attempt to block, or denigrate Assignee's, or Assignee's successors or assigns, use, validity, ownership, license or registration of the Marks or Property, nor will Assignor, directly or indirectly, assist or encourage others to do so. Assignor shall not do or cause to be done any act or thing inconsistent with Assignee's ownership of the Marks or Property.

3. **COPYRIGHT.**

a. Assignor assigns to Assignee, its successors and assigns, in perpetuity, all Assignor's right, title and interest in and to the Copyrights and Works. Assignee, or its successors and assigns, may alter, enhance, modify, transfer, license or sublicense Works at its sole discretion without claim from Assignor. Assignee and its designees have the right to grant use of the Works for any and all purposes without claim from Assignor. Assignor will not be entitled to any further payments for any such uses.

b. Assignor shall cease and desist from all further reproduction, distribution, publication, print, display or public use of the Works.

c. Within ten (10) days following execution of this Intellectual Property Assignment, Assignor will transfer all materials embodying the Works (physical, print or electronic), including all masters, copies, electronic files or design files, in their native format or other format that allows for future use and modification, to Assignee on a CD-ROM or DVD-ROM.

4. **TRADE SECRETS.** Assignor assigns and transfers to Assignee all right, title and interest in and to the Trade Secrets. Assignor shall take all actions reasonably requested by Assignee to effectuate the assignment/transfer. Assignor shall continue to maintain the strict confidentiality of the Trade Secrets unless otherwise instructed by Assignee.

5. **DOMAIN NAMES/SOCIAL MEDIA.** Assignor assigns to Assignee all right, title and interest in and to the registrations for the Domain Names, along with all related directories, user pages and content. Assignor shall take all actions reasonably requested by Assignee to effectuate the assignment, such as conducting online transactions, unlocking domain names where necessary, forwarding all passwords and transfer codes to Assignee, and assisting with the transfer procedures required by the applicable registrars and registrants to convey control of the Domain Names from Assignor to Assignee pursuant to this Intellectual Property Assignment. Assignor shall act diligently to effectuate the assignment. Such assignment includes the transfer of all social media related to Assignor or any related entities owned by, or otherwise controlled by, Assignor to Assignee, including but not limited to Facebook, Twitter and

YouTube accounts. Assignor shall advise all of its respective agents and representatives to assist with the foregoing assignment.

6. **PHONE NUMBER.** Assignor assigns and transfers to Assignee all right, title and interest in and to the Phone Number. Assignor shall take all actions reasonably requested by Assignee to effectuate the assignment/transfer. Assignor shall act diligently to effectuate the assignment/transfer. Assignor shall advise all of their respective agents and representatives to assist with the foregoing assignment.

7. **BLANKET TRANSFER.** It is the intent of this Intellectual Property Assignment that Assignor transfers all Intellectual Property Assets (as defined in the Purchase Agreement) to Assignee. In the event that such property is discovered, Assignors, their successors and assigns, agree to cooperate fully to incorporate such property into this Agreement even if such is discovered after the Effective Date. Upon request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. The Assignor hereby authorizes the Assignee, and does hereby make, constitute and appoint the Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of the Assignor, to execute any such further papers; provided, that the Assignee shall not execute any such further papers unless the Assignor has failed to do so within 5 business days of the Assignee's delivery to the Assignor of a written request therefor.

8. **MISCELLANEOUS.** The geographic scope of this Intellectual Property Assignment is worldwide. This Intellectual Property Assignment is executed as part of the transaction related to Purchase Agreement which has been executed by the parties thereto. This Intellectual Property Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede or limit any provision of the Purchase Agreement.

9. **SEVERABILITY.** If any provision or portion of any provision of this Intellectual Property Assignment is held to be invalid or unenforceable, all other provisions or portions of any provisions shall nevertheless continue in full force and effect.

10. **COUNTERPARTS; JOINTLY DRAFTED.** This Intellectual Property Assignment may be executed in counterparts, and as so executed, shall constitute one agreement binding on all the parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart. This Intellectual Property Assignment shall be deemed to have been negotiated and drafted at the joint request, direction, and instruction of each of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

11. **SIGNATURES.** Signatures transmitted by facsimile, DocuSign or portable document format (i.e. .PDF) shall be deemed an original.

12. **EXHIBITS.** Any exhibits or addenda attached to this Intellectual Property Assignment are incorporated herein by reference, and if not actually attached, so long as they have been signed or initialed by the parties.

13. **MODIFICATION.** No modification, waiver, amendment, discharge, or change of this Intellectual Property Assignment shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought.

14. **FULL AUTHORITY.** Any individual signing this Intellectual Property Assignment on behalf of a Party or Assignor represents and warrants that he or she has full authority to do so. No party to this Agreement has actually or purportedly assigned or transferred to any person not a party to this Intellectual Property Assignment any rights assigned in this Intellectual Property Assignment.

15. **BINDING EFFECT.** Each and every covenant and agreement contained herein shall inure to the benefit of, and be binding upon, the agents, independent contractors, joint venturers, servants, parents, subsidiaries, affiliates, employees, officers, directors, representatives, attorneys, assigns and successors in interest of the parties.

16. **GOVERNING LAW.** This Intellectual Property Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

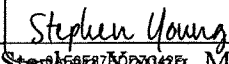
[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

In witness whereof, the parties have executed this Intellectual Property Assignment as of the date first above written.

ASSIGNOR:

PING HD, LLC, a Nevada limited liability company

By: Mirus Vita, LLC, a Colorado limited liability company, as its Manager

By: DocuSigned by:

Stephen Young, Manager

ASSIGNEE:

SPECTRIO LLC, a Delaware limited liability company

By: _____
Tamara Bebb,
Chief Financial Officer

In witness whereof, the parties have executed this Intellectual Property Assignment as of the date first above written.

ASSIGNOR:


PING HD, LLC, a Nevada limited liability company

By: Mirus Vita, LLC, a Colorado limited liability company, as its Manager

By: _____
Stephen Young, Manager

ASSIGNEE:

SPECTRIO LLC, a Delaware limited liability company

By:  _____
Tamara Bebb,
Chief Financial Officer

APPENDIX A TRADEMARKS

Registered Trademarks:

1. Word Mark: **EngagePHD**, Serial Number: 97400922, Filing Date: May 9, 2022; Owner: Ping HD, LLC—for software as a service (SAAS) services featuring software for managing content on digital signage networks.




Registered Tradenames:

1. None

Unregistered Trademarks:

1. PING HD (word mark) as described in USPTO Serial No. 77856645 for electronic digital displays.
2. PING HD (word mark) as described in USPTO Serial No. 77856649 for advertising services providing strategy, design placement, implementation and execution of graphics, programs, content and interactive messages and communications to promote business.



3.  as described in USPTO Serial No. 77856678 for Electronic digital displays. advertising services providing strategy, design, implementation and execution of graphics, programs, content and interactive messaging and communications.
4. Word Mark: **EngagePHD**, Serial Number: 86544172, Filing Date: February 24, 2015; Owner: Ping HD, LLC; Registration Number: 4838447 (DEAD/LAPSED).

Unregistered Tradenames:

1. Ping HD
2. ping^{HD}

**APPENDIX B
DOMAIN NAMES**

1. pinghd.com (renews 3/8/23; held with GoDaddy.com and Bluehost.com)
2. engagephd.com (renews 1/9/23; held with GoDaddy.com and Bluehost.com)
3. ipingtv.com (renews 7/7/23; held with GoDaddy.com and Bluehost.com)
4. digitalmenumanager.com (renews 1/20/23; held with GoDaddy.com and Bluehost.com)