

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POWR HOLDINGS, LLC		01/21/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BITCENTRAL, INC.		
Street Address:	4340 Von Karman Ave.		
Internal Address:	Suite 400		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90725163	P POWR.TV	
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<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:	9497254043		
Email:	amina@stradlinglaw.com		
Correspondent Name:	Arnold V Mina		
Address Line 1:	Stradling Yocca Carlson & Rauth		
Address Line 2:	660 Newport Center Drive, Suite 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	106596-0001		
NAME OF SUBMITTER:	Arnold V. Mina		
SIGNATURE:	/Arnold V. Mina/		
DATE SIGNED:	08/03/2022		
Total Attachments: 7			
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IP ASSIGNMENT AND ASSUMPTION AGREEMENT

January 21, 2022

This IP Assignment and Assumption Agreement (this “IP Assignment”) is entered into by and between POWR Holdings, LLC, a Delaware limited liability company (“Assignor”), on the one hand, and Bitcentral, Inc., a California corporation (“Assignee”), on the other hand.

WITNESSETH:

WHEREAS, this IP Assignment is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of January 19, 2022, (the “Asset Purchase Agreement”), by and between Assignor, Assignee and the other parties thereto, pursuant to which, among other things, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, the Seller Owned Intellectual Property Rights (as defined therein), along with the goodwill of the business associated therewith, including, without limitation, all of the right, title and interest in and to the issued patents and patent applications identified on Exhibit A attached hereto (collectively, the “Patents”) and the trademarks identified on Exhibit B attached hereto, including all common law rights thereto and the goodwill of the business symbolized thereby (collectively, the “Trademarks”, and together with the Patents and Seller Owned Intellectual Property Rights, the “Assigned IP”); and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in, to and under the Assigned IP.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor does hereby irrevocably and unconditionally sell, assign, transfer, deliver and convey to Assignee, and Assignee does hereby purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned IP, including, without limitation, the Assigned IP and the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns and other legal representatives, together with all rights to income, royalties and license fees deriving from the Assigned IP, all claims for damages by reason of past, present and future infringements or unauthorized uses of the Assigned IP and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and each of Assignee’s successors, assigns and other legal representatives. The foregoing assignment includes the right of priority to file and prosecute corresponding applications for any intellectual property in the Assigned IP in any and all jurisdictions through the world, the rights to all patents which may be granted from any

patent applications in the Assigned IP, and the rights to any divisionals, renewals, continuations, continuations-in-part, reissues, reexaminations, and extensions with respect to any patents or patent applications in the Assigned IP.

2. Relation to Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and control.
3. Severability; Amendment. Any provision in this IP Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This IP Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of the parties hereto.
4. Entire Agreement; No Third Party Beneficiaries. The Asset Purchase Agreement and this IP Assignment, including the Exhibits and other documents attached or referred to therein or herein, which form a part hereof, embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the parties hereto, in respect to the subject matter contained herein. This IP Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.
5. Successors and Assigns. This IP Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This IP Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This IP Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.
6. Governing Law. This IP Assignment shall be governed by, and construed in accordance with and governed by the substantive laws of the State of California, without reference to its choice of law rules.
7. Defined Terms. All capitalized terms not defined herein shall have the meaning assigned to them in the Asset Purchase Agreement.
8. Counterparts. This IP Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
9. Further Assurances. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to

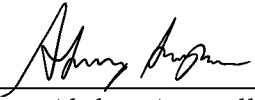
Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have caused this IP Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

POWR HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Akshay Arvapally
Title: President

ASSIGNEE:

BITCENTRAL, INC.,
a California corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned parties have caused this IP Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

POWR HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ASSIGNEE:

BITCENTRAL, INC.,
a California corporation

By: Stephen Petilli
Name: Stephen Petilli
Title: Chief Executive Officer

EXHIBIT A

PATENTS

Title of Invention	Patent/Application Number
VIDEO INDEXING, SEARCH AND DELIVERY PLATFORMS, METHODS, SYSTEMS AND APPARATUSES	U.S. Pat. No. 9,348,909
VIDEO INDEXING, SEARCH AND DELIVERY PLATFORMS, METHODS, SYSTEMS AND APPARATUSES	U.S. Pat. No. 9,594,834
VIDEO INDEXING, SEARCH AND DELIVERY PLATFORMS, METHODS, SYSTEMS AND APPARATUSES	U.S. Pat. No. 9,785,709 ¹
	Provisional 15/726,915
Advertisement Placement and Engagement Supported Video Indexing, Search and Delivery Platforms, Methods, Systems and Apparatuses	U.S. Patent or Publication No. 2020/0394217
Advertisement Placement and Engagement Supported Video Indexing, Search and Delivery Platforms, Methods, Systems and Apparatuses	U.S. Patent or Publication No. 10565259
Video Indexing, Search and Delivery Platforms, Methods, Systems and Apparatuses	U.S. Patent or Publication No. 2019/0129905 ²
Video Indexing, Search and Delivery Platforms, Methods, Systems and Apparatuses	U.S. Patent or Publication No. 10133819
Video Indexing, Search and Delivery Platforms, Methods, Systems and Apparatuses	Provisional Application No. 62/220,314 ³

¹ Expired.

² Abandoned.

³ Expired.

EXHIBIT B
TRADEMARKS

Mark	Serial No.	Class/Goods and Services
P POWR.TV (stylized and/or with design)	90725163	Class 042

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