

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765311

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	05/11/2021		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HUPPIN'S HI-FI, PHOTO & VIDEO, INC.		10/27/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Huppins OneCall, LLC		
<b>Street Address:</b>	546 Hillsboro Technology Drive		
<b>City:</b>	Deerfield Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33441		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5986429	DIVVI!	
<b>Registration Number:</b>	2997383	ONECALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>	973-597-2500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew Hintz, Esq.		
<b>Address Line 1:</b>	c/o Lowenstein Sandler, LLP		
<b>Address Line 2:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	38957.4		
<b>NAME OF SUBMITTER:</b>	Matthew Hintz, Esq.		
<b>SIGNATURE:</b>	/Matthew Hintz/		
<b>DATE SIGNED:</b>	11/02/2022		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and delivered as of October 27, 2022 by HUPPIN'S HI-FI, PHOTO & VIDEO, INC., a Washington corporation (the "Assignor") for the benefit of Huppins OneCall, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Agreement (as defined below).

WHEREAS, the Assignor, the Seller Stockholders (as defined therein) and the Assignee have entered into that certain Asset Purchase Agreement dated as of May 11, 2021 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor, that are included in the Purchased Assets, including those trademarks that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks") (and, with respect to any intent-to-use trademark application included in the Marks, the business to which such trademark application pertains, which business is ongoing and existing),

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee, *nunc pro tunc*, as of May 11, 2021 (the "Effective Date"): (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon the reasonable request of Assignee, Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee any and all additional documents and instruments that may reasonably be required to record and perfect the rights granted herein, consistent with and subject to the terms of the Agreement.
2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignors have duly executed this Assignment as of the date first written above.

**ASSIGNOR:**

HUPPIN'S HI-FI, PHOTO & VIDEO, INC.

By:   
Name: Murray Huppinn  
Title: President

Address:

HUPPIN'S HI-FI, PHOTO & VIDEO, INC.  
PO Box 13069  
Spokane Valley, WA 99213  
Attention: Joel Huppinn and Murray Huppinn  
Fax: N/A  
E-mail:

AGREED AND ACCEPTED:

HUPPINS ONECALL, LLC

By:   
Name:  
Title:

Address:

Huppins OneCall, LLC  
546 Hillsboro Technology Drive  
Deerfield Beach, FL 33441  
Attention: Chief Executive Officer  
Email:

SCHEDULE A

Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods/Services</u>	<u>Status</u>
DIVIII	5986429	Feb. 11, 2020	Class 9: Protective cases for audio equipment in the nature of speakers, headphones, and portable media players	Section 8 renewal due by Feb. 11, 2026
ONECALL	2997383	Sept. 20, 2005	Class 35: Retail and online store services featuring home audio and video equipment	Renewed 2015 Sections 8/9 renewal due by Sept. 22, 2025

TRADEMARK

REEL: 007883 FRAME: 0621

RECORDED: 11/02/2022