

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519385

<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>
JPM Networks, LLC		03/22/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LKB Acquisition, LLC		
<b>Street Address:</b>	5724 Highway 280 East		
<b>Internal Address:</b>	Legal Services		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35242		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4282421	BRIGHTBOX	
<b>Registration Number:</b>	4747849	MARK3	
<b>Registration Number:</b>	5167815	BRIGHTYEQ	
<b>Registration Number:</b>	4090924	KWIKBOOST	
<b>Registration Number:</b>	4324106	GET CHARGED	
<b>Registration Number:</b>	5378728	POWERING DEVICES. POWERING PEOPLE. POWER	
<b>Registration Number:</b>	5473425	KWIKBOOST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2059814046		
<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>	205-408-4895		
<b>Email:</b>	wdimon@ebSCO.com		
<b>Correspondent Name:</b>	Wanda Dimon		
<b>Address Line 1:</b>	5724 Highway 280 East		
<b>Address Line 2:</b>	Legal Services		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35242		
<b>NAME OF SUBMITTER:</b>	Tyler Novak		

OP \$190.00 4282421

<b>SIGNATURE:</b>	/tnV
<b>DATE SIGNED:</b>	04/17/2019
<b>Total Attachments: 5</b> source=US Trademark Assignment#page1.tif source=US Trademark Assignment#page2.tif source=US Trademark Assignment#page3.tif source=US Trademark Assignment#page4.tif source=US Trademark Assignment#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March \_\_, 2019, is made by JPM Networks LLC, a Texas limited liability company ("Seller"), in favor of LKB Acquisition, LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of the date hereof (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the relevant governmental authority;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registration set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the relevant governmental registrar, including Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

JPM NETWORKS LLC

By: 

Name: Joe Medina

Title: CEO

AGREED TO AND ACCEPTED:

LKB ACQUISITION, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

JPM NETWORKS LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGREED TO AND ACCEPTED:

LKB ACQUISITION, LLC

By: Budd Rowe, Jr.

Name: Budd D. Rowe, Jr.

Title: President

**SCHEDULE 2**

**ASSIGNED TRADEMARKS**

**US Trademark Registrations**

Mark	Registration No	Registration Date
BRIGHTBOX	4,282,421	1/29/13
MARK3	4,747,849	6/2/15
BRIGHTYEQ	5,167,815	3/21/17
KWIKBOOST	4,090,924	1/24/2012
GET CHARGED	4,324,106	4/23/13
POWERING DEVICES, POWERING PEOPLE, POWERING EXPERIENCES	5378728	1/16/18
KWIKBOOST	5,473,425	3/6/2018