

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POWER PRACTICAL, INC.		04/07/2020	Corporation:
RECEIVING PARTY DATA			
Name:	DARK ORANGE DESIGN, INC.		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4186757	THE POWERPOT	
Registration Number:	4379803	P	
Registration Number:	4648699	POWER PRACTICAL	
Registration Number:	5131479	LUMINOODLE	
Registration Number:	4854978	PRONTO	
Registration Number:	5361441	SPARKR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-917-4609		
Email:	ekta@thras.io		
Correspondent Name:	Ekta Patel		
Address Line 1:	85 West Street		
Address Line 4:	Walpole, MASSACHUSETTS 02081		
NAME OF SUBMITTER:	David Toledo		
SIGNATURE:	/David Toledo/		
DATE SIGNED:	04/13/2020		
Total Attachments: 7			

OP \$165.00 4186757

source=Power_Practical_Intellectual_Property_Assignment_Agreement_[Execution_Version].docx#page1.tif
source=Power_Practical_Intellectual_Property_Assignment_Agreement_[Execution_Version].docx#page2.tif
source=Power_Practical_Intellectual_Property_Assignment_Agreement_[Execution_Version].docx#page3.tif
source=Power_Practical_Intellectual_Property_Assignment_Agreement_[Execution_Version].docx#page4.tif
source=Power_Practical_Intellectual_Property_Assignment_Agreement_[Execution_Version].docx#page5.tif
source=Power_Practical_Intellectual_Property_Assignment_Agreement_[Execution_Version].docx#page6.tif
source=Power_Practical_Intellectual_Property_Assignment_Agreement_[Execution_Version].docx#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of April 7, 2020, is made by and between POWER PRACTICAL, INC., a Delaware corporation (the “**Assignor**”), and DARK ORANGE DESIGN, INC., a Delaware corporation (“**Assignee**”), and is entered into pursuant to that certain Asset Purchase Agreement, dated February 28, 2020, by and among Assignee, Assignor and David Toledo (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Assignee and Assignor shall be referred to herein as the “**Parties**” or each, a “**Party**”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor’s right, title and interest in and to the following (collectively, the “**Intellectual Property Assets**”):

a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held including those set forth in Exhibit A attached hereto (collectively, the “**Copyrights**”);

b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

d. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including those set forth in Exhibit B attached hereto (collectively, the “**Patents**”);

e. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same

and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

f. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the “**Mask Works**”);

g. all internet websites and internal domain names, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the “**Domain Names**”);

h. all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on Exhibit E attached hereto (collectively, the “**Social Media Accounts**”);

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “**Licenses**”);

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Further Assurances. Following the date hereof, upon Assignee's 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 necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

4. Entire Agreement. This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all

prior agreements, written or oral, with respect thereto.

5. Amendment and Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

6. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties 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. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with the Purchase Agreement.

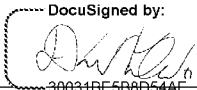
8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNOR:

POWER PRACTICAL, INC.

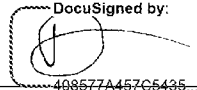
By: _____  _____
30031BE5B8D54AF...

Name: David Toledo

Title: CEO

ASSIGNEE:

DARK ORANGE DESIGN, INC.

By: _____  _____
408577A457C6435...

Name: Daniel Boockvar

Title: Secretary

EXHIBIT A**Copyrights**

Name: Luminoodleunpub2016 ; Registration: VAU 1-284-127 ; Date: 11/10/2016

Name: Sparkrpub2016 ; Registration: VA 2-104-974 ; Date: 9/15/2017

[Copyrights found on the Media Assignment Agreement]**EXHIBIT B****Patents**

ISSUED PATENTS					
#	Patent No	Title	Grant Date	Country ID	Matter No
1	8,674,530	Passively Cooled Lightweight Thermoelectric Generator System	03/18/2014	US	523384
2	9,479,003	Power Metering And Control System Adaptable To Multi-Standard Device	10/25/2016	US	553074
3	D,853,001	Portable USB Light Tube	07/02/2019	US	581719
4	10,361,582B2	Power Metering and Control System Adaptable to Multi-Standard Device	07/23/2019	US	584405
5	003491901-0001	Portable Light Tube	11/30/2016	ECD	586467
6	D861,939	Portable USB Light Tube	10/01/2019	US	611908
7	N/A (App. 29/687,919)	Portable USB Light Tube	N/A (allowed Feb. 18)	US	611907
PENDING PATENT APPLICATIONS					
#	Application No.	Title	Application Date	Country ID	Matter No
8	29/687,915	Portable USB Light Tube	04/17/2019	US	611910
9	29/687,922	Portable USB Light Tube	04/17/2019	US	611909
40	29/601,289	LIGHT EMITTING DIODE STRIP LIGHT	04/20/2017	US	265644US01_504190-2

EXHIBIT C
Trademarks

TRADEMARK REGISTRATIONS					
#	Registration No.	Mark	Registration Date	Country ID	Matter No
10	4,186,757	THE POWERPOT (and design)	08/07/2012	US	523584
11	4,379,803	P (and design)	08/06/2013	US	542337
12	1570829	THE POWERPOT (and design)	01/22/2014	AU	544653
13	1168344	THE POWERPOT (and design)	06/24/2013	IB	544652
14	1168344	THE POWERPOT (and design)	02/27/2014	JP	544656
15	1168344	THE POWERPOT (and design)	04/14/2014	KR	544657
16	1168344	THE POWERPOT (and design)	06/30/2014	RU	544658
17	4,648,699	POWER PRACTICAL	12/02/2014	US	557082
18	TMA926,285	POWER PRACTICAL	01/18/2016	CA	557314
19	1206182	POWER PRACTICAL	11/19/2014	AU	557308
20	1206182	POWER PRACTICAL	03/02/2015	CN	557309
21	1206182	POWER PRACTICAL	06/19/2014	IB	557307
22	1206182	POWER PRACTICAL	11/27/2014	JP	557311
23	1206182	POWER PRACTICAL	06/02/2015	RU	557313
24	1206182	POWER PRACTICAL	04/21/2015	EM	557310
25	4,854,978	PRONTO	11/17/2015	US	567832
26	5,131,479	LUMINOODLE	01/31/2017	US	577172
27	20010119	LUMINOODLE	07/07/2017	CN	581618
28	1306231	LUMINOODLE	11/23/2016	AU	582299
29	TMA986,155	LUMINOODLE	12/04/2017	CA	582289
30	1306231	LUMINOODLE	06/14/2016	IB	582291
31	1306231	LUMINOODLE	12/15/2016	JP	582290
32	1306231	LUMINOODLE	06/14/2016	KR	582300
33	1306231	LUMINOODLE	04/17/2017	RU	582302
34	1306231	LUMINOODLE	01/27/2017	EM	582292
35	5,361,441	SPARKR	12/19/2017	US	589935
36	1373443	SPARKR	09/26/2017	IB	595518
37	1373443	SPARKR	04/04/2018	EM	595517
PENDING TRADEMARKS					
#	Application No.	Mark	Application Date	Country ID	Matter No
38	1,859,589	SPARKR	09/26/2017	CA	595515
39	1373443	SPARKR	09/26/2017	CN	595516

EXHIBIT D
Domain Names

Domain Names:

- a. www.powerpractical.com
- b. www.luminoodle.com
- c. www.thepowerpot.com

Software:

- a. Power Practical customer trace-back database, MongoDB
- b. Second layer review scraper
- c. Power BI dashboards and models

EXHIBIT E
Social Media Accounts

- a. Instagram:Powerpractical
- b. facebook:powerpractical
- c. twitter:@powerpractical
- d. pinterest: powerpractical