

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Wireless IP Holdings LLC		11/12/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Radioshack Online IPCO, LLC		
Street Address:	1680 Michigan Ave Ste 700		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 70			
Property Type	Number	Word Mark	
Registration Number:	6024337	RADIOSHACK	
Registration Number:	4536729	R	
Registration Number:	4692518	R	
Registration Number:	4702671	ADAPTAPLUG	
Registration Number:	4634130	OUTBOUND	
Registration Number:	4525880	R	
Registration Number:	4529099	R	
Registration Number:	4909899	ZERAXA	
Registration Number:	4752063	FIX IT HERE! MOBILE DEVICE REPAIR	
Registration Number:	4909650	VV	
Registration Number:	4692490	R	
Registration Number:	4615245	DIT	
Registration Number:	4615241	DO IT TOGETHER	
Registration Number:	4583701	JUNTOS ES MEJOR	
Registration Number:	4533189	MINI-STATE	
Registration Number:	4553389	LIT	
Registration Number:	3949525		
Registration Number:	3909407	AUVIO	
Registration Number:	4516307	U MOLD	
TRADEMARK			

OP \$1765.00 6024337

Property Type	Number	Word Mark
Registration Number:	3949523	
Registration Number:	4557387	R RADIOSHACK
Registration Number:	4679467	MEGA WHEELS
Registration Number:	3942407	
Registration Number:	3295637	GIGAWARE
Registration Number:	3327901	GIGAWARE
Registration Number:	3946427	
Registration Number:	3732521	ENERCELL
Registration Number:	3732546	AUVIO
Registration Number:	3732545	AUVIO
Registration Number:	3791449	AUVIO
Registration Number:	3786982	GIGAWARE
Registration Number:	3764422	POINTMOBL
Registration Number:	3742424	AUVIO
Registration Number:	3674354	AUVIO
Registration Number:	3670722	OPTIFLEX
Registration Number:	3967310	ANTENNACRAFT
Registration Number:	3955368	M
Registration Number:	3846467	ENERCELL
Registration Number:	3764423	POINTMOBL
Registration Number:	3644231	OPTIMUS
Registration Number:	3599211	GIGAWARE
Registration Number:	3468790	RADIOSHACK TECHNOLOGY PLUS
Registration Number:	2963512	XMODS
Registration Number:	2904239	XMODS
Registration Number:	2909116	XMODS
Registration Number:	2049319	R RADIOSHACK
Registration Number:	2019438	RADIOSHACK
Registration Number:	2431482	TANDY ELECTRONICS
Registration Number:	2246665	RADIOSHACK ANSWERSPLUS
Registration Number:	2246664	RADIOSHACK ANSWERSPLUS
Registration Number:	2246663	RADIOSHACK ANSWERSPLUS
Registration Number:	2164296	RADIOSHACK
Registration Number:	1909013	YOU'VE GOT QUESTIONS WE'VE GOT ANSWERS
Registration Number:	1981542	1-800-THE SHACK
Registration Number:	1717704	SCANTENNA
Registration Number:	1720904	THE SHACK
Registration Number:	1707423	RADIO SHACK

Property Type	Number	Word Mark
Registration Number:	1676195	RADIO SHACK
Registration Number:	1655078	SHACK
Registration Number:	1568597	RADIO SHACK
Registration Number:	1574546	MEGACABLE
Registration Number:	1076858	RADIO SHACK
Registration Number:	1355845	RADIO SHACK
Registration Number:	1008073	RADIO SHACK
Registration Number:	0897736	WEATHERADIO
Registration Number:	0829398	ANTENNACRAFT
Registration Number:	0914982	ENERCELL
Registration Number:	0871670	POWERHORN
Registration Number:	0796908	RADIO SHACK
Registration Number:	4891992	HOT TABLE DEALS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 650-328-0100
Email: ceg@i-plaw.com
Correspondent Name: Charles E. Gotlieb
Address Line 1: 1 Pine Street Suite 2110
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Carolyn J Walworth
SIGNATURE:	/Carolyn J Walworth/
DATE SIGNED:	12/04/2020

Total Attachments: 10
source=GWIP Trademark Assignment Agmnt (Redacted)#page1.tif
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and entered into as of November 12, 2020 by and between RADIOSHACK ONLINE IPCO, LLC, a Delaware limited liability company (“*Assignee*”) and GENERAL WIRELESS IP HOLDINGS LLC, a Delaware limited liability company (“*Assignor*”). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 12, 2020 (the “*Purchase Agreement*”), pursuant to which Assignee has agreed to acquire substantially all of the assets of Assignor, including all of the Assignor’s right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, including, without limitation, those trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the “*Assigned Trademarks*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, any right to control all uses of the common law trademarks and service marks, including the first use of the common law trademarks and service marks, with respect to the nature and quality of the goods and services, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, and that portion of the business which is ongoing and existing to which the trademarks pertain in accordance with the Purchase Agreement.

2. Further Assurances.

a. At Assignee’s sole cost and expense, Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor grants Assignee’s attorneys of choice the power of attorney to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document and to perform any other acts to perfect the intended transfers of rights herein.

3. Miscellaneous. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

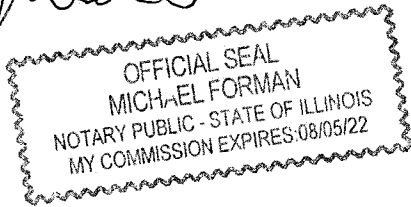
4. Counterparts. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

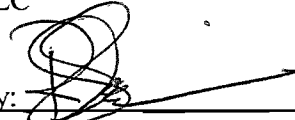
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

GENERAL WIRELESS IP HOLDINGS
LLC



By: 
Name: Ronald G. Garriques
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

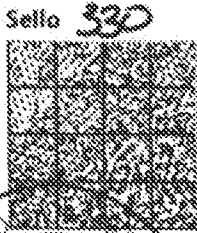
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

RADIOSHACK ONLINE IPCO, LLC

By: A. Mehr
Name: Alex Mehr
Title: CEO

RECIBO
4888330-6107



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[Handwritten signature]




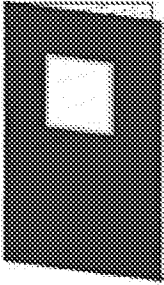
Hector Roman Maldonado


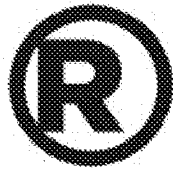

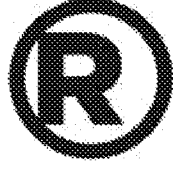





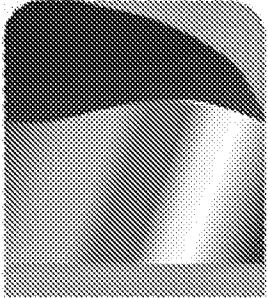
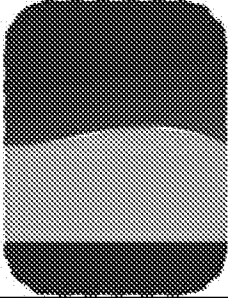
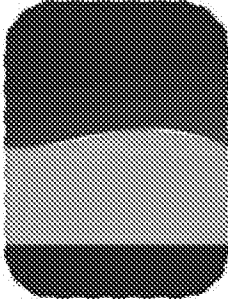
In Dazab, Puerto Rico on November 10th, 2020.

SCHEDULE I




ASSIGNED TRADEMARKS

UKRAINE	RADIO SHACK	96061485	06/25/1996	17459	12/15/2000
UK	Circle R Radioshack Logo 	2029946	08/08/1995	2029946	02/28/1997
UK	ENERCELL	1163110	10/16/1981	1163110	03/28/1984
UK	OPTIMUS	1413366	01/31/1990	1413366	02/04/1994
UK	OPTIMUS	1163114	10/16/1981	1163114	06/06/1984
UK	RADIO SHACK	1477206	09/20/1991	1477206	03/12/1993
UK	RADIO SHACK	1500787	05/18/1992	1500787	02/11/1994
UK	RADIO SHACK	1323020	10/02/1987	1323020	06/30/1989
UK	RADIO SHACK	2029720	08/08/1995	2029720	09/06/1996
UK	TANDY SCIENCE FAIR	1163116	10/16/1981	1163116	09/04/1984
U.S.	HOT TABLE DEALS	86/616,991	05/01/2015	4,891,992	01/26/2016
U.S.	1-800-THE SHACK	74/528,852	05/24/1994	1,981,542	06/18/1996
U.S.	ADAPTAPLUG	86/255,160	04/17/2014	4,702,671	03/17/2015
U.S.	ANTENNACRAFT	77/936,561	02/16/2010	3,967,310	05/24/2011
U.S.	ANTENNACRAFT	72/240,494	03/09/1966	829,398	05/30/1967
U.S.	AUVIO Logo 	77/769,938	06/29/2009	3,742,424	01/26/2010
U.S.	AUVIO Logo 	77/769,935	06/29/2009	3,791,449	05/18/2010
U.S.	AUVIO TRADE DRESS 	77/952,840	03/08/2010	3,946,427	04/12/2011
U.S.	AUVIO	77/587,329	10/07/2008	3,674,354	08/25/2009

U.S.	AUVIO	77/619,633	11/21/2008	3,732,545	12/29/2009
U.S.	AUVIO	77/619,672	11/21/2008	3,732,546	12/29/2009
U.S.	AUVIO	85/004,934	04/02/2010	3,909,407	01/18/2011
U.S.	AUVIO VV & Design 	86/415,240	10/06/2014	4,909,650	03/01/2016
U.S.	CIRCLE R & Design 	86/350,997	07/29/2014	4,692,518	02/24/2015
U.S.	CIRCLE R & Design 	86/344,688	07/22/2014	4,692,490	02/24/2015
U.S.	CIRCLE R & Design 	86/099,579	10/23/2013	4,525,880	05/06/2014
U.S.	CIRCLE R & Design 	86/066,564	09/17/2013	4,529,099	05/13/2014

U.S.	CIRCLE R & Design 	86/063,842	09/13/2013	4,536,729	05/27/2014
U.S.	Circle R Radioshack and Design 	75/975,363	07/20/1995	2,049,319	04/01/1997
U.S.	DIT	86/146,049	12/17/2013	4,615,245	09/30/2014
U.S.	DO IT TOGETHER	86/145,645	12/17/2013	4,615,241	09/30/2014
U.S.	ENERCELL TRADE DRESS 	85/040,364	05/17/2010	3,949,523	04/19/2011
U.S.	ENERCELL TRADE DRESS 	85/040,630	05/17/2010	3,949,525	04/19/2011
U.S.	ENERCELL TRADE DRESS 	85/040,644	05/17/2010	3,942,407	04/05/2011
U.S.	ENERCELL	77/606,859	11/04/2008	3,732,521	12/29/2009
U.S.	ENERCELL	72/301,558	06/27/1968	914,982	06/15/1971
U.S.	ENERCELL	77/856,068	10/23/2009	3,846,467	09/07/2010

U.S.	FIX IT HERE! MOBILE DEVICE REPAIR FIX IT HERE ® MOBILE DEVICE REPAIR	86/446,887	11/06/2014	4,752,063	06/09/2015
U.S.	GIGAWARE Logo Gigaware	77/779,300	07/13/2009	3,786,982	05/11/2010
U.S.	GIGAWARE	78/879,934	05/09/2006	3,295,637	09/18/2007
U.S.	GIGAWARE	78/932,988	07/19/2006	3,327,901	10/30/2007
U.S.	GIGAWARE	77/195,293	06/01/2007	3,599,211	03/31/2009
U.S.	JUNTO ES MEJOR	86/145,624	12/17/2013	4,583,701	08/12/2014
U.S.	LIT	86/059,259	09/09/2013	4,553,389	06/17/2014
U.S.	M & Design M	77/779,297	07/13/2009	3,955,368	05/03/2011
U.S.	MEGACABLE	73/787,459	03/20/1989	1,574,546	01/02/1990
U.S.	MEGA WHEELS	85/929,881	05/13/2013	4,679,467	01/27/2015
U.S.	MINI-STATE	86/075,233	09/26/2013	4,533,189	05/20/2014
U.S.	OPTIFLEX	77/556,894	08/27/2008	3,670,722	08/18/2009
U.S.	OPTIMUS	77/273,504	09/06/2007	3,644,231	06/23/2009
U.S.	OUTBOUND	86/149,205	12/20/2013	4,634,130	11/04/2014
U.S.	POINTMOBL	77/565,667	09/09/2008	3,764,422	03/23/2010
U.S.	R RADIOSHACK (Stylized) & Design 	85/981,930	06/27/2013	4,557,387	06/24/2014

U.S.	RADIO SHACK LOGO IN RED 	74/140,962	02/19/1991	1,707,423	08/11/1992
U.S.	RADIO SHACK Logo 	73/018,501	04/11/1974	1,008,073	04/01/1975
U.S.	RADIO SHACK	73/789,995	03/30/1989	1,568,597	11/28/1989
U.S.	RADIO SHACK	73/370,621	06/21/1982	1,355,845	08/20/1985
U.S.	RADIO SHACK	74/053,429	04/27/1990	1,676,195	02/18/1992
U.S.	RADIO SHACK	72/199,223	08/04/1964	796,908	09/28/1965
U.S.	RADIO SHACK	73/101,699	09/30/1976	1,076,858	11/08/1977
U.S.	RADIO SHACK TECHNOLOGY PLUS	77/117,625	02/27/2007	3,468,790	07/15/2008
U.S.	RADIO SHACK	74/703,491	07/20/1995	2,164,296	06/09/1998
U.S.	RADIO SHACK	75/975,233	07/20/1995	2,019,438	11/26/1996
U.S.	RADIO SHACK	88/696,529	11/18/2019	6,024,337	03/31/2020
U.S.	SCANTENNA	74/193,676	08/12/1991	1,717,704	09/22/1992
U.S.	SHACK	74/053,427	04/27/1990	1,655,078	08/27/1991
U.S.	TANDY ELECTRONICS	75/931,051	02/25/2000	2,431,482	02/27/2001
U.S.	THE SHACK	74/140,963	02/19/1991	1,720,904	09/29/1992
U.S.	U MOLD	85/931,622	05/14/2013	4,516,307	04/15/2014
U.S.	WEATHERADIO	72/325,671	04/28/1969	897,736	09/01/1970
U.S.	XMODS & Design 	76/506,396	04/14/2003	2,963,512	06/21/2005
U.S.	XMODS	76/506,040	04/11/2003	2,904,239	11/23/2004
U.S.	XMODS	76/506,039	04/11/2003	2,909,116	12/07/2004
U.S.	YOU'VE GOT QUESTIONS WE'VE GOT ANSWERS	74/534,101	06/06/1994	1,909,013	08/01/1995
U.S.	ZERAXA	86/501,085	01/12/2015	4,909,899	03/01/2016
UZBEKISTAN	ANTENNACRAFT	MGU20130430	03/07/2013	MGU25367	01/13/2014
UZBEKISTAN	AUVIO	MGU20130427	03/07/2013	MGU25752	03/26/2014
UZBEKISTAN	ENERCELL	MGU20130428	03/07/2013	MGU25365	01/13/2014
UZBEKISTAN	GIGAWARE	MGU20130453	03/12/2013	MGU25368	01/13/2014

TRADEMARK

RECORDED: 12/04/2020

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