OP \$215.00 78980548

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM813826

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STAMPEDE GLOBAL		05/15/2023	Corporation:
Stampede Presentation Products, Inc.		05/15/2023	Corporation:

RECEIVING PARTY DATA

Name:	Almo Professional A/V, LLC
Street Address:	2709 Commerce Way
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19154
Entity Type:	Limited Liability Company: PENNSYLVANIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark	
Serial Number:	78980548	MUSTANG	
Serial Number:	77695798	GOLD STAR WARRANTY	
Serial Number:	77790109	TAP-IT	
Serial Number:	86773226	DVS	
Serial Number:	86773231	DVS CERTIFIED	
Serial Number:	86773202	DRONE VIDEO SYSTEMS	
Serial Number:	88133872	COLT	
Serial Number:	90501557	DIAMOND LAMPS	

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: 2158218102

Email: patents@schottpc.com

Correspondent Name: Schott P.C.

Address Line 1: 610 Old York road, suite 400

Address Line 4: jenkintown, PENNSYLVANIA 19046

NAME OF SUBMITTER: Christy Spradley

SIGNATURE:	/Christy Spradley/	
DATE SIGNED:	05/30/2023	
Total Attachments: 4		
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TRADEMARK ASSIGNMENT AGREEMENT

This *nunc pro tunc*TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of April 11, 2022, is made by STAMPEDE GLOBAL with its subsidiary Stampede Presentation Products, Inc. (together the "**Seller**"), a Delaware Corporation, located at 55 Woodridge Drive, Amherst NY 14228, in favor of Almo Professional A/V, LLC ("**Buyer**"), a Pennsylvania Corporation, located at 2709 Commerce Way, Philadelphia, PA 19154, the purchaser of certain assets of Seller pursuant to the STAMPEDE PRESENTATION PRODUCTS, INC. and PLAN OF COMPLETE LIQUIDATION AND DISSOLUTION ALMO-STAMPEDE REORGANIZATION CLOSING BINDER and exhibit agreements thereto between Buyer and Seller (and other entities related to Seller identified in the ALMO-STAMPEDE REORGANIZATION CLOSING BINDER), dated as of April 11, 2022 and April 12, 2022, and April 15, 2022 respectively (together the "**Asset Purchase Agreement**").

WHEREAS, under the terms of this agreement and the Asset 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 Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1, and other such trademarks used in commerce and not identified in Schedule 1 that may be the subject of registration, application, or common law rights, hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (b) 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;
 - (c) 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
 - (d) 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. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions to record and register this Trademark 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

- 3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset 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 Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. <u>Governing Law.</u> This Trademark 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 Trademark 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 Pennsylvania, without giving effect to any choice or conflict of law provision or rule.

STAMPEDE GLOBAL

By: John Dunge

Name: John Dunne

Title: CEO

Address for Notices: 55 Woodridge Drive Amherst NY 14228

Date signed: 05/15/2023

Effective as of April 11, 2022

SCHEDULE 1

Assigned Trademarks

Trademark Registrations:

Serial Number	Reg. Number	Word Mark
78980548	3510198	MUSTANG
77695798	3701218	GOLD STAR WARRANTY
77790109	3829772	TAP-IT
86773226	5341254	DVS
86773231	5341255	DVS CERTIFIED
86773202	5361584	DRONE VIDEO SYSTEMS
88133872	5767730	COLT
90501557	6588721	DIAMOND LAMPS