

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5699440

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
ONE-E-WAY, INC.	05/28/2019
RECEIVING PARTY DATA	
Name:	PEAG, LLC D/B/A JLAB AUDIO
Street Address:	2281 LAS PALMAS DR.
Internal Address:	SUITE 101
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92011
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	10129627
Patent Number:	9282396
Patent Number:	9107000
Patent Number:	8131391
Patent Number:	7865258
Patent Number:	7684885
Patent Number:	7412294
Application Number:	16185786
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	9497600404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN ST
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	1EWAY
NAME OF SUBMITTER:	HARNIK SHUKLA

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SIGNATURE:	/Harnik Shukla/
DATE SIGNED:	09/03/2019
Total Attachments: 7 source=2019_05_28_Executed_license_agreement#page1.tif source=2019_05_28_Executed_license_agreement#page2.tif source=2019_05_28_Executed_license_agreement#page3.tif source=2019_05_28_Executed_license_agreement#page4.tif source=2019_05_28_Executed_license_agreement#page5.tif source=2019_05_28_Executed_license_agreement#page6.tif source=2019_05_28_Executed_license_agreement#page7.tif	

EXHIBIT A

CONFIDENTIAL LICENSE AGREEMENT

This CONFIDENTIAL LICENSE AGREEMENT (the “**Agreement**”) is by and between One-E-Way, Inc. (“**Licensor**”), a Delaware corporation with its principal place of business at 3016 E. Colorado Blvd. #70848, Pasadena, CA 91107, and PEAG, LLC d/b/a JLab Audio, a Delaware corporation with its principal place of business at 2281 Las Palmas Dr., Suite 101, Carlsbad, CA 92011 (“**Licensee**”)(individually as a “**Party**” and collectively as the “**Parties**”) and is effective as of the date of the later of the execution signatures (“**Effective Date**”).

AGREEMENT

NOW, THEREFORE, in consideration of the licenses, releases, representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Definitions

“**Affiliate**” means any Entity for which a Party, now or hereafter, directly or indirectly, owns fifty percent (50%) or more of outstanding shares representing the right to vote for the election of directors or other managing authority.

“**Entity**” means any individual, company (whether general or limited), limited liability company, corporation, trust, estate, association, nominee or other entity.

“Licensed Patents” means (i) all patents and patent applications which Licensor owns or has the right to grant a license, or has the right to claim damages as of the Effective Date, including but not limited to U.S. Patent No. 10,129,627; U.S. Patent No. 9,282,396; U.S. Patent No. 9,107,000; U.S. Patent No. 8,131,391; U.S. Patent No. 7,865,258; U.S. Patent No. 7,684,885; U.S. Patent No. 7,412,294; and U.S. Patent Application No. 16/185,786, including all currently existing provisional applications and future divisionals, continuations, continuations-in-part, reexaminations or reissues thereof, and (ii) all currently existing and future U.S. or worldwide patents and applications claiming priority to or from any of the aforementioned.

“Covered Products” means any and all products branded by Licensee, in whole or in part, or marketed under a brand or trademark owned or acquired by Licensee, in whole or in part, now or in the future (including finished products, modules, components, sub-components, etc.) and services that were, are or will be used, sold, offered for sale, manufactured, distributed, exported, imported, provided, leased, supplied, distributed or otherwise disposed of by, for or on behalf of Licensee. For clarity, Covered Products does not include any retail or commercial product lines of another Entity that is not an Affiliate on the Effective Date, including any such Entity acquired in whole or in part by Licensee after the Effective Date.

2. Grant of License Rights

2.1 Patent License Grant. Licensor grants to Licensee and its Affiliates a fully paid up, non-exclusive, non-transferable, irrevocable, worldwide license under the Licensed Patents, without right to sub-license, to make, have made, use, have used, practice, sell, offer for sale, provide, purchase, license, lease, supply, distribute, export, import, and otherwise dispose of Covered Products. This grant shall be subject to the payment by Licensee to Licensor of the one-time sum as provided by this Agreement and shall terminate with the expiration of the last patent to expire of the Licensed Patents.

2.2 Ownership of the Licensed Patents. Licensor represents and warrants to Licensee as of the Effective Date that Licensor is the sole and exclusive owner of all right, title and interest in and to the Licensed Patents. Nothing in this Agreement will be construed as granting Licensee any ownership rights in the Licensed Patents.

2.3 Recordation of License. Within ten (10) calendar days of Licensee satisfying in full all of the payment obligations specified in Section 3.2, Licensor will record with the United States Patent and Trademark Office the redacted version of this Agreement attached hereto as Exhibit A with respect to all U.S. patents and patent applications of the Licensed Patents that are in existence on the Effective Date. Licensee may, from time to time, in its sole discretion, record the redacted version of this Agreement with respect to other Licensed Patents after the Effective Date.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed
as of the Effective Date.

ONE-E-WAY, INC.

By: 

Name: C. Earl Woolfork

Title: President

Date: 5-28-2019

PEAG, LLC d/b/a JLAB AUDIO

By: 

Name: VIV CRAMER

Title: CEO

Date: May 28, 2019