# OP \$190.00 4602417

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM495990

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
US Tech Support LLC		10/13/2017	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	RealDefense LLC	
Street Address:	1541 Ocean Ave.	
Internal Address:	Suite 200	
City:	Santa Monica	
State/Country:	CALIFORNIA	
Postal Code:	90401	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	4602417	CLEANER MEANS FASTER
Registration Number:	4569697	SPEED COUNTS
Registration Number:	4348265	US TECH SUPPORT
Registration Number:	4048154	MAX MY SPEED.COM
Registration Number:	3952243	MYCLEANPC
Registration Number:	3971284	MAXMYSPEED
Registration Number:	3939546	DOUBLEMYSPEED

## **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:** 6612094406

**Email:** justinkline@rocketmail.com

Correspondent Name: Justin Kline

Address Line 1: 25451 Wharton Drive

Address Line 4: Valencia, CALIFORNIA 91381

NAME OF SUBMITTER:	Justin S. Kline, Esq.
SIGNATURE:	/jskline/

TRADEMARK REEL: 006470 FRAME: 0001

DATE SIGNED:	10/30/2018	
Total Attachments: 4		
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Trademark Assignment**") is effective as of October 13, 2017.

WHEREAS, US Tech Support LLC, a limited liability company organized under the laws of the State of Delaware ("<u>Assignor</u>") and RealDefense LLC, a limited liability company organized under the laws of the State of Delaware ("<u>Assignee</u>"), are parties to an Asset Purchase Agreement dated as of the date hereof (the "<u>Purchase Agreement</u>"), governing the purchase and sale of the Purchased Assets. All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement;

WHEREAS, Assignor is the owner of the trademarks set forth on <u>Schedule A</u> hereto, together with the goodwill of the business associated therewith (collectively referred to as the "<u>Marks</u>");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer all right, title and interest in and to the Marks to Assignee;

WHEREAS, in connection with the Purchase Agreement, Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that business is ongoing; and

WHEREAS, the parties wish herein to memorialize said assignment, transfer and sale of Assignor's right, title and interest in and to the Marks to Assignee.

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

- 1. Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, all right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
- 2. Assignor agrees, to the extent commercially practicable, to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations,

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oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to All Marks in Assignee or which may be necessary to obtain, renew, issue or enforce All Marks. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

- 3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.
- 4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to Assignor and Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.
- 5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws (without regard to the conflicts of law provisions) of the State of Delaware.
- 6. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

\*. \*

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

### **ASSIGNOR:**

US TECH SUPPORT LLC

Name: D. W van de Bunt

Title: Assistant Secretary, US TECHNOMORE LLC formerly US TECH SUPPORT LLC

**ASSIGNEE:** 

REALDEFENSE LLC

 $By: REALDEFENSE\ HOLDINGS\ LLC,$ 

Manager

By:

Name: Gary Guseinov

Title: Chief Executive Officer

# **SCHEDULE A**

# **Trademarks**

Serial Number	Reg. Number	Word Mark	Country
85914431	4602417	CLEANER MEANS FASTER	U.S.
85964579	4569697	SPEED COUNTS	U.S.
85572281	4348265	US TECH SUPPORT	U.S.
85210292	4048154	MAX MY SPEED.COM	U.S.
77961498	3952243	MYCLEANPC	U.S.
77833518	3971284	MAXMYSPEED	U.S.
77831517	3939546	DOUBLEMYSPEED	U.S.

Schedule A to Assignment Agreement

**RECORDED: 10/30/2018** 

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