TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM391032

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nomi Corporation		06/30/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Point Grey Research, Inc.		
Street Address:	12051 Riverside Way		
City:	Richmond, British Columbia		
State/Country:	CANADA		
Postal Code:	V6W 1K7		
Entity Type:	Corporation: CANADA		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3788742	BEHAVIORIQ
Registration Number:	2801256	BRICKSTREAM
Registration Number:	4480579	QUEUEIQ
Registration Number:	4480578	TRAFFICIQ

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.

Email: Ismichels@ironmarklaw.com

Correspondent Name: Lucas S. Michels Address Line 1: 2311 N. 45th Street

Address Line 2: Suite 365

Address Line 4: Seattle, WASHINGTON 98103

NAME OF SUBMITTER:	Lucas S. Michels
SIGNATURE:	/Lucas S. Michels/
DATE SIGNED:	07/11/2016

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of June 30, 2016 (the "Effective Date"), by and between Nomi (assignment for the benefit of creditors), LLC, a Delaware limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Nomi Corporation (the "Seller"), and Point Grey Research, Inc., a Canadian corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of June 30, 2016, by and between Seller, Buyer and Point Grey Research U.S.A, a Nevada corporation (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

- 1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in **Schedule A** hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.
- 2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.
- 3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.
- 4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.
- 5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.
- **6.** This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

TRADEMARK
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IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

benefit o	f creditors of No	omi Corporation
Ву:	uj W	2016.06.29 15:59:17 -07'00'
Name:		
Title:		
Point Gr	ey Research, In	с.
Ву:		
Name:		
Title [.]		

Nomi (assignment for the benefit of creditors), LLC, in its sole and limited capacity as the assignee for the

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

	ole and limited capa of creditors of Nom	city as the assignee for the i Corporation	e
By:			
Name:			
Title:			
Point (Grey Research, Inc.		
By:	1/2:	444	ومود
Name:	V.TUCAKOV	<u>Dol 1462225</u> /	A. 40.40 M
Title:	CEO	CHAIRMAN	

Nomi (assignment for the benefit of creditors), LLC,

Schedule A

Trademarks

Mark	Country	Serial No./ Registration No.	Filing Date/ Registration Date	Status
☑ BEHAVIORIQ	US	78/693,977 3,788,742	08/16/2005 05/11/2010	Registered
☑ BRICKSTREAM	US	76/975,294 2,801,256	03/29/2001 12/30/2003	Registered
☑ QUEUEIQ	US	85/965,351 4,480,579	06/20/2013 02/11/2014	Registered
TRAFFICIQ	US	85/965,333 4,480,578	06/20/2013 02/11/2014	Registered

Trademark Assignment

RECORDED: 07/11/2016

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