

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATA20, INC.		06/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SUTRO CONNECT INC.		
Street Address:	700 W GEORGIA STREET		
Internal Address:	PACIFIC CENTRE SOUTH, 25TH FLOOR		
City:	VANCOUVER		
State/Country:	CANADA		
Postal Code:	V7Y 1B3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5034320	SUTRO	
Registration Number:	5191833	SUTRO	
Registration Number:	5034318	SUTRO	
CORRESPONDENCE DATA			
Fax Number:	6098961469		
<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:	609-896-3600		
Email:	ipdocket@foxrothschild.com		
Correspondent Name:	FOX ROTHSCHILD LLP		
Address Line 1:	997 LENOX DRIVE		
Address Line 4:	LAWRENCEVILLE, NEW JERSEY 08648		
ATTORNEY DOCKET NUMBER:	177301.00001		
NAME OF SUBMITTER:	Carol Donahue		
SIGNATURE:	/Carol Donahue/		
DATE SIGNED:	06/13/2018		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) is effective on the 13th day of June, 2018 by and between **DATA2O, INC.**, a Delaware corporation having an address of 926 Howard Street, San Francisco, CA 94103 (“Assignor”), and **SUTRO CONNECT INC.**, a Canadian corporation having an address of Pacific Centre South, 25th Floor, 700 W Georgia Street, Vancouver, BC, V7Y 1B3, Canada (“Assignee”).

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith by and between Assignor and Assignee (“APA”), Assignee has agreed to purchase certain intellectual property of Assignor;

WHEREAS, pursuant to the APA, Assignor agreed to irrevocably sell, assign and transfer to Assignee Assignor’s entire right, title and interest in and to the Seller-Owned IP (as defined in the APA);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the APA and intending to be legally bound hereby, the parties hereto agree as follows:

All undefined, capitalized terms used herein shall have the meaning given to them in the APA. Additionally, the following definitions shall apply to this Assignment:

“Copyrights” means all copyright and mask work rights, whether statutory or common law, registered or unregistered, and registrations for and pending applications to register the same, including all reissues, extensions and renewals thereto, and all moral rights thereto under the laws of any jurisdiction, and all copyrighted or copyrightable works of authorship, including any Software (as defined in the APA), databases, data, documentation, including copies and tangible embodiments (in whatever form or medium), internet websites and the content thereof, together with all rights associated with any of the foregoing that are Seller-Owned IP, including, without limitation, the registrations, applications, Software and other unregistered copyrights set forth on Exhibit A.

“Patents” means all inventions, know-how, discoveries and ideas, whether patentable or not in any jurisdiction, patents and applications for patents (including, without limitation, provisional applications, utility applications, design applications, divisionals, continuations, continuations-in-part, substitutions and re-examinations), and any renewals, extensions or reissues thereof, in any jurisdiction, and any domestic or foreign patents or patent applications claiming priority to any of the above or to which any of the above claim priority, together with all rights associated with any of the above that are Seller-Owned IP, including, without limitation, the patents and patent applications set forth on Exhibit B.

“Trademarks” means all trademarks, service marks, brand names, logos, certification marks, trade dress, assumed names, trade names, corporate names, and other indications of origin, whether registered or unregistered, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification of or renewal of any such registration or application, that are Seller-Owned IP, together with all translations, adaptations, derivations and combinations thereof, including, without limitation, the trademarks and service marks and registrations therefor set forth on Exhibit C.

“Trade Secrets” means all United States and foreign trade secrets and confidential information, including, without limitation, ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, proprietary rights, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals, that is Seller-Owned IP.

COPYRIGHTS

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, moral rights therein, and the right to sue and recover any and all damages and profits which Assignor now has or hereafter may have for infringement or interference with any of the rights granted to Assignee in and to the Copyrights, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

2. Cooperation. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

TRADEMARKS

3. Assignment. Assignor hereby expressly sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to all common law rights related thereto, and all other rights pertaining to ownership of the Trademarks, including the renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

4. Cooperation. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

PATENTS

5. Assignment. Assignor hereby expressly sells, assigns and transfers to Assignee all right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee’s sole name.

6. Cooperation. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

TRADE SECRETS

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

8. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

GENERAL

9. Entire Agreement. This Assignment and the APA contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

10. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

11. Governing Law. This Assignment shall be governed by and construed under the laws of the state of California, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

12. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

13. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

ASSIGNOR:

DATA2O, INC.
a Delaware corporation

By: 

Ravi Kurani, President

ASSIGNEE:

SUTRO CONNECT INC.
a Canadian corporation

By: _____

Pierre Goudreault, Authorized Person

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

ASSIGNOR:

DATA2O, INC.
a Delaware corporation

By: _____
Ravi Kurani, President

ASSIGNEE:

SUTRO CONNECT INC.
a Canadian corporation

By: _____
Pierre Goudréault, Authorized Person

EXHIBIT C
TRADEMARKS

Registered marks:

Trademark	Country	Serial No. Filing Date	Reg. No. Reg. Date	Status
SUTRO	U.S.	86/629,747 / 05/14/2015	5,034,320 / 09/06/2016	Active
<p>G/S - Providing a website featuring technology that enables users to access, monitor, and receive information concerning the status of water chemistry and activity of their swimming pools, spas or other recreational bodies of water and to buy devices, chemicals, chemical products, and chemical preparations for the testing, treatment and maintenance of water, namely, swimming pools, spas and other recreational bodies of water; Providing scientific information in the field of water chemistry, namely, the testing, treatment and maintenance of swimming pools, spas and other recreational bodies of water; Software as a service (SAAS) services featuring software for converting water data from a self-contained smart device to electronic media; Water meter reading and data analysis.</p> <p>International Class – 042 U.S. Class – 100, 101</p>				
SUTRO	U.S.	86/631,846 / 05/15/2015	5,191,833 / 04/25/2017	Active
<p>G/S - Self-contained smart devices used for the testing, treatment and maintenance of swimming pools, spas or other recreational bodies of water; Downloadable mobile application that converts water data from a self-contained smart device to electronic media; Downloadable mobile application for allowing users to access, monitor, and receive information concerning the status of water chemistry and activity in swimming pools, spas and other recreational bodies of water; Downloadable mobile application for selling water chemical products and water chemical preparations.</p> <p>International Class – 009 U.S. Class - 021, 023, 026, 036, 038</p>				
SUTRO	U.S.	86/628,900 / 05/13/2015	5,034,318 / 09/06/2016	Active
<p>G/S - Chemical analysis kit for testing swimming pool water; Chemicals for use in purification of water; Chlorine for the testing, treatment, and maintenance of water, namely, swimming pools, spas or other recreational bodies of water; Reagent bearing test strips for testing swimming pool water; Water purifying chemicals for swimming pools; Water treatment chemicals for use in swimming pools and spas.</p> <p>International Class – 001 U.S. Class – 001, 005, 006, 010, 026, 046</p>				