

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484643

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Allied Inventors Management, LLC	FORMERLY Xinova Management, LLC	06/20/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xinova, LLC		
<b>Street Address:</b>	311 1/2 Occidental Avenue S.		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5454284	XINOVA	
<b>Registration Number:</b>	5360942	THINK BEYOND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063599000		
<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>			
<b>Phone:</b>	206-359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	James L. Vana		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4900		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	120784-4000		
<b>NAME OF SUBMITTER:</b>	Stefan B. Blum		
<b>SIGNATURE:</b>	/Stefan B. Blum/		
<b>DATE SIGNED:</b>	08/03/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and entered into effective as of June 20, 2017 (the "Effective Date"), by and between Allied Inventors Management, LLC (formerly named Xinova Management, LLC) ("Assignor") and Xinova, LLC ("Assignee").

### RECITALS

- A. Assignor owns several trademark applications and registrations in the United States and various jurisdictions worldwide (the "Trademark Registrations and Applications") for the marks XINOVA and THINK BEYOND (collectively, the "Marks") in connection with the goods and services associated with such Trademark Registrations and Applications, as reflected in Schedule A.
- B. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, Assignor's worldwide right, title and interest in the Marks, together with any applications and registrations therefor, in connection with the associated goods and services, pursuant to the terms of this Agreement.

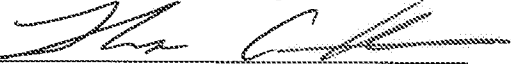
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


### AGREEMENT

- 1) Intellectual Property Assignment. Assignor hereby assigns to Assignee all of Assignor's worldwide right, title and interest in and to the Marks, together with any and all goodwill associated with the Marks and that portion of its business relating to the Marks and the goodwill appurtenant thereto in connection with any goods and services, and together with the Trademark Registrations and Applications set forth in Schedule A (collectively, the "Intellectual Property").
- 2) Representations and Warranties. Assignor hereby makes the following representations and warranties:
  - a. No Assignment, License, etc. Assignor has not assigned, licensed, granted a security interest in, or otherwise transferred all or any part of Assignor's rights in any Intellectual Property to any third party. Assignor has received no claim, allegation or demand from any third party claiming rights in any of the Marks, and Assignor is not aware of any potential claim of such rights.
  - b. No Applications or Registrations. Other than the Trademark Registrations and Applications, Assignor has not filed any applications to register, and does not own any registrations for, either of the Marks in any country or jurisdiction, and Assignor has not acquired any interest in any application or registration for either Mark, by way of assignment, license or otherwise.
  - c. Authority to Execute. Assignor has the authority to execute this Agreement and to transfer the rights transferred pursuant to this Agreement.
- 3) Waiver of Rights; No Interference. Assignor hereby waives all right, title and interest in and to the Intellectual Property, and shall not interfere with or challenge the validity of the Intellectual Property or Assignee's rights in or ownership of the Intellectual Property, whether by claim of infringement, invalidity, or otherwise, before any court, trademark office or other tribunal.
- 4) Assignability. This Agreement may be freely assigned by Assignee, without the need for the consent of Assignor. Assignor shall not assign, license or transfer any of its rights under this Agreement.

- 5) Further Cooperation. Assignor and Assignee will execute any additional documents required to fully implement this Agreement and the intent of this Agreement.
- 6) Partial Invalidity. Should any portion of this Agreement be found to be invalid for any reason whatsoever, this Agreement shall be read as if the invalid provision were rewritten in a valid manner to represent as closely as possible the intent of the parties. If necessary, the parties hereto intend for any such invalid portion to be severable from the remainder, which shall remain in full force and effect.
- 7) Confidentiality. Assignor and Assignee shall maintain the terms of this Agreement, as well as its existence, in strict confidence, except to the extent necessary to evidence the effectiveness of this Assignment through recordation with the United States Patent & Trademark Office or the trademark office of another country.
- 8) Consent to Jurisdiction/Disputes. The Parties each hereby consent to the exclusive jurisdiction of the federal and state courts in Washington, including its appellate divisions, solely for the purposes of enforcing the terms of this Agreement, and waive any objection to personal jurisdiction being exercised by such courts over the parties. The jurisdiction and venue of such courts shall be exclusive with respect to any dispute, claim or controversy arising out of or related to this Agreement.
- 9) Governing Law. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Washington, United States of America, without consideration of choice of law principles.
- 10) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their agents, representatives, successors and assigns.
- 11) Entire Agreement; Amendment. This Assignment constitutes the entire agreement between the parties related to the Intellectual Property, the assignment of the Intellectual Property, and any applications and registrations for the Intellectual Property, and shall not be amended or modified except by a written agreement executed by both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed as set forth below and is effective as of the date first written above.

Allied Inventors Management, LLC  
  
 Name: Thomas C Kang  
 Date: 7-23-18

Xinova, LLC  
  
 Name: Stacey Ravetta  
 Date: July 23, 2018

## SCHEDULE A

### Trademark Registrations and Applications

<b>Mark</b>	<b>Country</b>	<b>App. #</b>	<b>Reg. #</b>	<b>Reg. Date</b>
XINOVA	Australia	1791120	1791120	08/09/2017
XINOVA	Canada	1,823,286		
THINK BEYOND	Canada	1,829,555		
XINOVA	United States	87139530	5454284	04/24/2018
THINK BEYOND	United States	87184594	5360942	12/19/2017
XINOVA	WIPO	WO1360005	WO1360005	02/16/2017
XINOVA	China	WO1360005		
XINOVA	Israel	WO1360005		
XINOVA	India	WO1360005	WO1360005	01/05/2018
XINOVA	Japan	WO1360005	WO1360005	02/16/2017
XINOVA	Singapore	WO1360005		
XINOVA	WIPO	WO1359824	WO1359824	02/16/2017
XINOVA	South Korea	WO1359824		
THINK BEYOND	WIPO	WO1359830	WO1359830	03/24/2017
THINK BEYOND	Australia	WO1359830	WO1359830	03/24/2017
THINK BEYOND	China	WO1359830		
THINK BEYOND	Israel	WO1359830		
THINK BEYOND	Japan	WO1359830	WO1359830	03/24/2017
THINK BEYOND	South Korea	WO1359830		
THINK BEYOND	Singapore	WO1359830		

### Acknowledgment Certificate

State of Washington

County of King

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2018,

by Thomas C. Kang.

*Susan Martin*

(Signature of Notary Public)

Susan Martin

(Printed Name of Notary Public, Notary Public)



[SEAL]

My Commission Expires: 10/9/20

Signer's identity verified in the following manner:

- Personally Known
- Credible Witness
- Produced Satisfactory Identification

Type of ID: WDL 94Q3