

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491556

<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>
Omicron Development LLC		09/13/2018	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Omicron Development LLC		
<b>Street Address:</b>	2009 Old Cuthbert Rd.		
<b>City:</b>	Cherry Hill		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08034		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1885440	OMICRON	
<b>Registration Number:</b>	4450770	OMICRON IMAGINE. DEVELOP. EVOLVE.	
<b>Registration Number:</b>	5117612	GAPWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8584302426		
<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>	8584599111		
<b>Email:</b>	jbuchoe@buchelaw.com		
<b>Correspondent Name:</b>	John K. Buche		
<b>Address Line 1:</b>	875 Prospect St., Suite 305		
<b>Address Line 2:</b>	C/O Buche & Associates, P.C.		
<b>Address Line 4:</b>	La Jolla, CALIFORNIA 92037		
<b>NAME OF SUBMITTER:</b>	Byron E. Ma		
<b>SIGNATURE:</b>	/Byron E. Ma/		
<b>DATE SIGNED:</b>	09/26/2018		
<b>Total Attachments: 3</b>			
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OP \$90.00 1885440



Revision 1 (Delaware Corporation is changed to Delaware Limited Liability Company.

## ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

This ASSIGNMENT OF TRADEMARKS AND TRADE NAMES ("Assignment") is made effective September 13, 2018 (the "Effective Date") by Omicron Development Limited Liability Company, a New Jersey Limited Liability Company ("Assignor") in favor of Omicron Development LLC, a Delaware limited liability company ("Assignee").

### Recitals

A. On the Effective Date, Assignor, Assignee, David F. Soll and Gary Clayton executed and entered into an Asset Purchase Agreement (the "Purchase Agreement"), whereby they agreed that, as of the Effective Date, Assignee would purchase from Assignor all right, title and interest of Assignor in and to in and to the trademarks listed in Schedule A attached hereto, (the "Marks") and registrations thereof.

B. The parties are executing and delivering this Assignment to evidence the consummation of the assignment of the Marks at the closing of the transaction contemplated by the Purchase Agreement.

### Assignment

For the good and valuable consideration set forth in the Purchase Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee the entire right, title, and interest to the Marks; including without limitation, all associated registrations and trademark applications, together with the goodwill of the business symbolized by the Marks, and the right to sue for, and collect, damages for past infringements of the Marks.

Assignor shall deliver to Assignee all files in its possession or in possession of its agents concerning the Marks, including all trademark prosecution, opposition, cancellation, and enforcement files.

Assignor covenants that it has the full right to convey the entire right, title, and interest in the Marks, and that it has not executed, and will not execute, any conflicting agreement. Assignor further covenants that it will sign all lawful papers, make all rightful declarations and/or oaths, and generally do what is necessary to enable Assignee, its successors, legal representatives, and assigns, to record and enforce this Assignment, and protect and enforce the Marks in all countries.

This Assignment is executed on the Effective Date.

OMICRON DEVELOPMENT LIMITED  
LIABILITY COMPANY

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*David Soil*

ne: DAVID SOIL

e: PRESIDENT

By:

Name:

Title:

THE STATE OF NJ

COUNTY OF CæEUZ—§

efore me, the undersigned, a notary public, on this day personally appeared known to me to be the person and offcer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of OMICRON DEVELOPMENT LIMITED LIABILITY COMPANY, a New Jersey corporation, and that he has executed the same as the act of such corporation for the purposes and consideration expressed therein, and in the capacity therein stated.

is 13<sup>th</sup> day of September, 2018.

*Lawrence Allen*

Given under my hand and seal of office on this.

Notary Public Signature

(PERSONALIZED SEAL)

LAWRENCE S ALLEN  
Notary Public - State of New  
Jersey  
My Commission Expires Apr 18,  
2023

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HOUSTON 927269v5

SCHEDULE A

The Marks and Registrations

Mark	Count	Re. No.	Issue Date
OMICRON		1885440	March 21, 1995
OMICRON IMAGINE DEVELOP EVOLVE & Desi	US	4450770	Dec. 17, 2013
GAPWARE	US	5117612	Jan. 10, 2017

4852-7604-7473.1

RECORDED: 09/26/2018

TRADEMARK  
REEL: 006481 FRAME: 0972