

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navitas, Inc.		09/19/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Aclate, Inc.		
Street Address:	401 Congress Avenue		
Internal Address:	Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2687227	CLEAR ORBIT	
Registration Number:	2687226	EXTENDING ENTERPRISE VALUE	
Registration Number:	2795574	GEMINI SERIES	
Registration Number:	3567760	ONE SCM	
CORRESPONDENCE DATA			
Fax Number:	5122874866		
<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:	512-656-7960		
Email:	brian.spross@jonesspross.com		
Correspondent Name:	Brian Spross		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 2:	Suite 100		
Address Line 4:	Austin, TEXAS 78732		
NAME OF SUBMITTER:	Brian Spross		
SIGNATURE:	/Brian Spross/		
DATE SIGNED:	01/04/2019		
Total Attachments: 5			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of September 19, 2018 (the “Effective Date”), is made by Navitas, Inc., a New Jersey corporation (“Seller”), in favor of Aclate, Inc., a Delaware corporation (“Buyer”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Buyer, Seller and Take Solutions Limited, a company organized under the laws of India (“Owner”), dated as of the even date herewith (the “Purchase Agreement”). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain Intellectual Property and Intellectual Property Rights of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to all the following (the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes Commissioner for Trademarks in the Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths,

exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the Effective Date.

SELLER:

NAVITAS, INC., a New Jersey corporation

By: 
Name: Tom Westerman
Title: President

AGREED TO AND ACCEPTED:

BUYER:

ACLATE, INC., a Delaware corporation

By: _____
Name:
Title:

[SIGNATURE PAGE TO IP ASSIGNMENT]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the Effective Date.

SELLER:

NAVITAS, INC., a New Jersey corporation

By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

BUYER:

ACLATE, INC., a Delaware corporation

By: Andrew S. Price

Name: Andrew S. Price

Title: Chief Financial Officer

[SIGNATURE PAGE TO IP ASSIGNMENT]

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Type of Intellectual Property	Mark	Registrant	Registration #	Registration Date	Country	Serial #	Issued by	Status	Outside Legal Counsel	Renewal Information
Registered Trademark	OneSCM	Navitas, Inc.	3,567,760	January 27, 2009	USA	78781,294	U.S. Patent and Trademark Office	Active	W. Scott Brown sbrown@velaw.com	Renewal between Jan 27 of 2018- 19
Registered Trademark	Gemini Series	Navitas, Inc.	2,795,574	December 16, 2003	USA	78738,652	U.S. Patent and Trademark Office	Active	W. Scott Brown sbrown@velaw.com	Renewal between Dec 16 of 2022- 23
Registered Trademark	ClearOrbit	Navitas, Inc.	2,687,227	February 11, 2003	USA	78200,522	U.S. Patent and Trademark Office	Active	W. Scott Brown sbrown@velaw.com	Renewal between Feb 11 of 2022- 23
Registered Trademark	Extending Enterprise Value	Navitas, Inc.	2,687,226	February 11, 2003	USA	78200,521	U.S. Patent and Trademark Office	Active	W. Scott Brown sbrown@velaw.com	Renewal between Feb 11 of 2022- 23