

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506181

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900472926
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UPLIFT DATA PARTNERS LLC	FORMERLY LIFT TECHNOLOGIES, LLC	10/29/2018	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	PRECISIONHAWK, INC.
Street Address:	8601 SIX FORKS ROAD, SUITE 600
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27615
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	87166160	UPLIFT DATA PARTNERS
Serial Number:	87710205	UPLIFT DATA PARTNERS
Serial Number:	87710232	UPLIFT

CORRESPONDENCE DATA

Fax Number: 9198216800
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.
Phone: 9198216609
Email: LYOUNG@SMITHLAW.COM
Correspondent Name: LISA YOUNG
Address Line 1: C/O SMITH ANDERSON LAW FIRM, PO BOX 2611
Address Line 4: RALEIGH, NORTH CAROLINA 27602

NAME OF SUBMITTER:	Lisa Young
SIGNATURE:	/Lisa Young/
DATE SIGNED:	01/16/2019

Total Attachments: 6
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “**Agreement**”) is made and dated October 29, 2018 (the “**Effective Date**”) by and between **UPLIFT DATA PARTNERS LLC (FORMERLY LIFT TECHNOLOGIES, LLC)**, an Illinois limited liability company (“**Seller**”), and **PRECISIONHAWK, INC.**, a Delaware corporation (“**Buyer**”). Each of Buyer and Seller may herein be referred to as a “Party” and together as the “Parties.”

WHEREAS, Seller, Buyer and the other parties thereto have entered into an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, to and under the Intellectual Property Assets (as defined in Schedule A, including those listed in Schedule 4.11(a) and the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for such items listed therein).

NOW, THEREFORE, in consideration of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment. Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller’s right, title and interest in, to and under the Intellectual Property Assets owned by Seller, the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives, together with associated income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of unauthorized use of the Intellectual Property Assets, along with the right to sue for past violations and collect the same for Buyer’s sole use and enjoyment.
3. Terms of the Purchase Agreement. Nothing in this Agreement shall alter any liability or obligation of Seller or Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Intellectual Property Assets. Buyer acknowledges the Seller makes no representation or warranty with respect to the Intellectual Property Assets being conveyed hereby except as specifically set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
6. Further Assurances. Immediately following the Effective Date, and from time to time following the date hereof, Seller shall take all steps and actions, and provide all such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution


and delivery or any instruments or documents, as Buyer may reasonably request or as may be otherwise necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Buyer and the successors and assigns of Seller.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

SELLER:

**UPLIFT DATA PARTNERS LLC (FORMERLY
LIFT TECHNOLOGIES, LLC)**

By: 
Name: Michael Latimer
Title: Vice President

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 006527 FRAME: 0675

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

BUYER:

PRECISIONHAWK, INC.

DocuSigned by:
Michael Chasen
By: _____
Name: Michael Chasen
Title: Chief Executive Officer

Schedule A

All intellectual property and intellectual property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all:

(a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing;

(b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs;

(c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights;

(d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein;

(e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models);

(f) Software and firmware, including data files, Source Code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation;

(g) semiconductor chips and mask works;

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

(i) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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.

Schedule 4.11(a) – Intellectual Property

(i) Registered trademarks for:

UPLIFT DATA PARTNERS (classes 035, 037, 041, 042, 045), Registration No. 87166160;

UPLIFT DATA PARTNERS (class 042), Registration No. 87710205; and

UPLIFT (class 042), Registration No. 87710232