

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sysorex, Inc.		02/08/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Inpixon		
Street Address:	2479 E. Bayshore Road #195		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4365214	ZONEDEFENSE	
CORRESPONDENCE DATA			
Fax Number:	6502334545		
<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:	650-233-4758		
Email:	patricia.cotton@pillsburylaw.com		
Correspondent Name:	Patricia L. Cotton		
Address Line 1:	2550 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Patricia L. Cotton		
SIGNATURE:	/Patricia L. Cotton/		
DATE SIGNED:	02/08/2019		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

WHEREAS, Sysorex, Inc., a corporation organized and existing under the laws of the State of Nevada, which is the successor to Sysorex USA (“Assignor”), is the owner of the following U.S. trademark registration (the “Mark”):

Trademark	Reg. No.	Reg. Date
ZONEDEFENSE	4365214	July 9, 2013

WHEREAS, pursuant to the terms and conditions of that certain Separation and Distribution Agreement, dated as of August 7, 2018, as amended on August 31, 2018 (as so amended, the “Separation Agreement”), by and between Assignor and Inpixon, a corporation organized and existing under the laws of the State of Nevada, located at 2479 E. Bayshore Road #195 Palo Alto, California 94303 (“Assignee”), effective as of 4:01 p.m., Eastern Time, on August 31, 2018 (the “Effective Time”), Assignor transferred its indoor positioning analytics business to Assignee;

WHEREAS, pursuant to Section 2.1(a)(iii) of the Separation Agreement, as of the Effective Time, all Parent Assets (as defined in the Separation Agreement), including Parent Marks (as defined in the Separation Agreement), which includes the Mark, shall have been contributed, assigned, transferred, conveyed and delivered by Assignor to Assignee;

WHEREAS, pursuant to Section 8.1(b), each of Assignor and Assignee agreed to execute and deliver all instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as such party may reasonably be requested to take by the other party, in order to effectuate the transfer of the Parent Assets; and

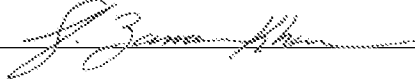
WHEREAS, the parties wish to memorialize Assignee’s right, title and interest in and to the Mark as of the Effective Time.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to the Mark, together with any common law rights therein and the goodwill of the business symbolized by the Mark, effective as of the Effective Time.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has executed this assignment on this 8th day of February, 2019.

Sysorex, Inc.

By: _____

Name: Zaman Khan

Title: CEO