

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/08/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EnvoyAI Inc.	FORMERLY WIA Corporation	02/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TeraRecon, Inc.		
Street Address:	4000 East Third Ave., Suite 200		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87649117	ENVOYAI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9254876642		
Email:	btaylor@terarecon.com		
Correspondent Name:	Robert L. Taylor		
Address Line 1:	4000 East Third Ave., Suite 200		
Address Line 4:	Foster City, CALIFORNIA 94404		
NAME OF SUBMITTER:	Robert L. Taylor		
SIGNATURE:	/Robert L. Taylor/		
DATE SIGNED:	02/15/2019		
Total Attachments: 2			
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OP \$40.00 87649117

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK RIGHTS

This *Nunc Pro Tunc* Assignment of Trademark Rights ("Assignment"), effective as of November 8, 2018 (the "Effective Date"), is made by and between EnvoyAI, Inc., a Delaware corporation formerly called WIA Corporation, a Delaware corporation ("Assignor"), and TeraRecon, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the applicant under U.S. Trademark Serial No. 87,649,117 (the "Application"), an application for the mark ENVOYAI in connection with the goods and services described in such application (the "Trademark"), and had a bona fide intent to use such mark;

WHEREAS, certain agreements exist between Assignee and Assignor regarding intellectual property rights;

WHEREAS Assignee claimed prior to November 8, 2018, that it intended to sell goods and services under the Trademark and had the rights of ownership of the Trademark; and

WHEREAS on or about November 8, 2018, Assignee and Assignor agreed, in exchange for waiver of claims and other good consideration, that Assignee would be assigned all right, title, and interest in the Application, and except as provided by limited license from Assignee to Assignor, Assignee would hold all right, title, and interest in and to the Trademark in the United States as well as all goodwill of the business associated with and symbolized by the Trademark in the United States;

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

1. *Nunc Pro Tunc* Assignment. Assignor hereby assigns to Assignee, *nunc pro tunc* as of the Effective Date hereof, (a) all of Assignor's right, title and interest in and to the Application and the Trademark in the United States, including U.S. Serial No. 87,649,117, except as limited rights may be licensed in writing to Assignor, (b) all goodwill of the business associated with and symbolized by the Trademark in the United States, and thus all goodwill of the ongoing and existing business to which the Trademark in the United States pertains and with which the Trademark is used or is intended to be used, except as limited rights may be licensed in writing to Assignor, (c) all right, title and interest to sue for, settle, or release any past, present and/or future infringement, dilution or other violations of any right, title and/or interest in and to the Trademark in the United States, and to recover, collect or otherwise receive all damages, royalties, profits, interests, revenues, incomes, proceeds, payments, or settlements therefor, (d) all right, title and interest to bring any proceeding in the United States Patent and Trademark Office, in connection with or otherwise based upon the Trademark, and (e) all right, title and interest to collect and receive any and all income, royalties, proceeds and payments arising by virtue of use of the Trademark in the United States after the Effective Date hereof, except as limited rights may be licensed in writing to Assignor. All rights, titles, and interests assigned hereunder are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully

and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

2. Miscellaneous.

a. At the reasonable request of Assignee, Assignor shall execute and deliver from time to time after the date of this Assignment such further documents, assignments, and conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the intent of this Assignment.

b. This Assignment shall be governed by and interpreted exclusively in accordance with the laws of the State of California, without regard to its conflicts of law provisions.

c. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this *Nunc Pro Tunc* Assignment of Trademark Rights to be executed as of the below date.

ASSIGNOR

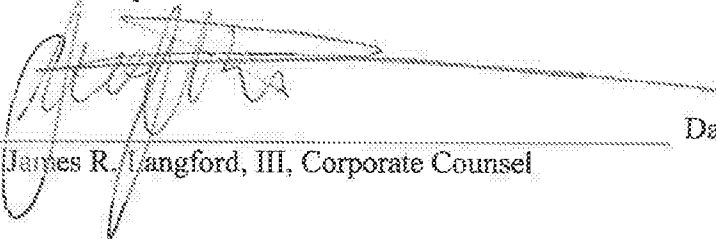
ENVOYAI, INC
a Delaware corporation
formerly known as WIA CORPORATION


By: Robert L. Taylor, Director

Date: February 15, 2019

ASSIGNEE

TERARECON, INC.
a Delaware corporation


By: James R. Langford, III, Corporate Counsel

Date: February 15, 2019