

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496443

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PrecisionHawk, Inc.		10/29/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Uplift Data Partners LLC
Street Address:	35 E. Wacker Drive, Suite 1300
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	Limited Liability Company: ILLINOIS

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: PO Box 2611

Address Line 4: Raleigh, NORTH CAROLINA 27602

NAME OF SUBMITTER:	Lisa Young
SIGNATURE:	/Lisa Young/
DATE SIGNED:	11/01/2018

Total Attachments: 5

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OP \$90.00 87166160

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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 the Purchase Agreement).

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: 006580 FRAME: 0125**

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 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