

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phacil, Inc.		03/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Mornell Trust		
Street Address:	300 Ascot Road		
Internal Address:	c/o Sascha Mornell		
City:	Hillsborough		
State/Country:	CALIFORNIA		
Postal Code:	94010		
Entity Type:	Trust: CALIFORNIA		
Composed Of:	• Sascha Mornell, UNITED STATES, INDIVIDUAL		
Name:	Rafael Collado Trust		
Street Address:	300 Woodards Ford Road		
Internal Address:	c/o Rafael Collado		
City:	Chesapeake		
State/Country:	VIRGINIA		
Postal Code:	23322		
Entity Type:	Trust: VIRGINIA		
Composed Of:	• Rafael Collado, UNITED STATES, INDIVIDUAL		
Name:	Rafael Collado Revocable Trust		
Street Address:	300 Woodards Ford Road		
Internal Address:	c/o Rafael Collado		
City:	Chesapeake		
State/Country:	VIRGINIA		
Postal Code:	23322		
Entity Type:	Trust: VIRGINIA		
Composed Of:	• Rafael Collado, UNITED STATES, INDIVIDUAL		
PROPERTY NUMBERS Total: 1			

OP \$40.00 4555376

Property Type	Number	Word Mark
Registration Number:	4555376	SARAGEO
CORRESPONDENCE DATA		
Fax Number:	6175236850	
<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:	6175735850	
Email:	elizabeth.burkhard@hklaw.com	
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP	
Address Line 1:	10 St. James Avenue, 11th Floor	
Address Line 4:	Boston, MASSACHUSETTS 02116	
ATTORNEY DOCKET NUMBER:	135597.00010	
NAME OF SUBMITTER:	Elizabeth Burkhard	
SIGNATURE:	/Elizabeth Burkhard/	
DATE SIGNED:	03/14/2019	
Total Attachments: 1		
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ASSIGNMENT AND CONFIRMATION OF TRANSFER

WHEREAS, Phacil, Inc., a corporation organized under the laws of the State of Delaware (hereinafter the "Assignor") was the owner of all right, title and interest in and to U.S. Reg. No. 4555376, for the mark SaraGEO, registered on June 24, 2014 (hereinafter, the "Mark"); and

WHEREAS, on December 28, 2016, all capital stock of Phacil, Inc. was officially sold by the prior stockholders, The Mornell Trust, the Rafael Collado Trust and The Rafael Collado Revocable Trust (collectively, the "Assignees") provided that the ownership of the SaraGEO portion of the business was retained by the Assignees, including all of its right, title and interest in and to the Mark, all goodwill of the business associated with the Mark, and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Mark (the "Asset Transfer"); and

WHEREAS, the Asset Transfer was never recorded with the United States Patent and Trademark Office (hereinafter, the "USPTO"); and

WHEREAS, the Assignor is now desirous of evidencing and confirming said Asset Transfer of all right, title and interest in and to the Mark, all goodwill of the business associated with the Mark, and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Mark for recordation with the USPTO.

NOW THEREFORE, for good and valuable consideration, including the Assignor's interest in clarifying and confirming record title to the Mark, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms (i) the existence of the Asset Transfer to Assignee, (ii) that the Asset Transfer transferred to Assignee all of Assignor's right, title and interest in and to the Mark, all goodwill of the business associated with the Mark, and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Mark, and (iii) that the Assignor had and still retains the authority to make the Asset Transfer as of the date of the Asset Transfer and at all times relevant to the Asset Transfer. In addition, for the avoidance of doubt and to ensure clear record title to the Mark, the Assignor hereby assigns, *nunc pro tunc*, effective as of December 28, 2016, all of Assignor's right, title and interest in and to the Mark, all goodwill of the business associated with the Mark, and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

This assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

Phacil, Inc.

By:

Name: Mehdi Cherqaoui

Title: Chief Financial Officer and Chief Operating Officer

Date: March 14, 2019