

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514748

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SADA SYSTEMS, INC.		02/28/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORE BTS, INC.		
<b>Street Address:</b>	485 LEXINGTON AVENUE		
<b>Internal Address:</b>	C/O TAILWIND CAPITAL, 23RD FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4835265	365IN90	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127595646		
<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>			
<b>Phone:</b>	3123571313		
<b>Email:</b>	mandrade@btlaw.com		
<b>Correspondent Name:</b>	BARNES & THORNBURG LLP		
<b>Address Line 1:</b>	P.O. Box 2786		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2786		
<b>ATTORNEY DOCKET NUMBER:</b>	365in90		
<b>NAME OF SUBMITTER:</b>	Michael A. Carrillo		
<b>SIGNATURE:</b>	/Michael A. Carrillo/		
<b>DATE SIGNED:</b>	03/18/2019		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made as of this 28<sup>th</sup> day of February, 2019, by SADA Systems, Inc., a California corporation (“**Assignor**”), having a principal place of business at 5250 Lankershim Blvd., #620, North Hollywood, California 91601, to Core BTS, Inc., a Delaware corporation (“**Assignee**”), having a principal place of business at c/o Tailwind Capital, 485 Lexington Avenue, 23<sup>rd</sup> Floor, New York, New York 10017.

WHEREAS, Assignor has adopted and used in its business the trademark identified in Schedule A hereto (the “**Trademark**”) and such registration therefor set forth in Schedule A (the “**Registration**”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “**Agreement**”), dated as of January 31, 2019, by and among Assignor, Assignee, Tailwind Core Investor, LLC and the Seller Shareholders (as defined in the Agreement), Assignor agreed to assign to Assignee, and Assignee agreed to acquire, all of Assignor’s rights, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, conveys, delivers and transfers to Assignee all rights, title, and interest in and to the Trademark and the Registration therefor, together with all goodwill of the business connected with the use of and symbolized by the Trademark and the right to claim, prosecute and recover monetary damages for any and all past, present and future infringements, misappropriations, dilutions and other violations of the Trademark.

FURTHER, Assignor hereby agrees to execute and provide, promptly after its execution hereof, such further instruments, documents or assignments, and take all actions as may be necessary or desirable, as Assignee may reasonably request to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee all of Assignor’s rights in and to the Trademark and the Registration, in each case, without further compensation. In the event that Assignor fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor hereby designates Assignee as Assignor’s agent, and hereby grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of executing such documents or taking such actions.

FURTHER, Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of all right, title and interest in, to and under the Trademark.

FURTHER, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

**SADA Systems, Inc.**

By: 

Name: Tony Safoian

Title: President

**SCHEDULE A**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>
365in90	US	4,835,265	10/20/2015