

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SADA SYSTEMS, INC.		02/28/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CORE BTS, INC.		
Street Address:	485 LEXINGTON AVENUE		
Internal Address:	C/O TAILWIND CAPITAL, 23RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88135105	AVETIS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3123571313		
Email:	mandrade@btlaw.com		
Correspondent Name:	BARNES & THORNBURG LLP		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
ATTORNEY DOCKET NUMBER:	AVETIS		
NAME OF SUBMITTER:	MICHAEL A. CARRILLO		
SIGNATURE:	/MICHAEL A. CARRILLO/		
DATE SIGNED:	03/18/2019		
Total Attachments: 3			
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OP \$40.00 88135105

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made as of the 28th 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 c/o Tailwind Capital, 485 Lexington Avenue, 23rd Floor, New York, New York 10017.

WHEREAS, Assignor, having a *bona fide* intention to use in its business the trademark listed in the attached Schedule A, (the “**Trademark**”) and having filed an application for registration of the Trademark with the United States Patent and Trademark Office (the “**Registration Application**”).

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 has transferred to Assignee all of its business to which the Trademark pertains; and

WHEREAS, Assignee, being the successor of all of the business of Assignor to which the Trademark pertains, desires all rights, title and interest in and to the Trademark, together with any goodwill of the business connected with the use of and symbolized by the Trademark and the Registration Application.

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 Application therefor, together with any and 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 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 may be reasonably requested by Assignee 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 Application, 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.

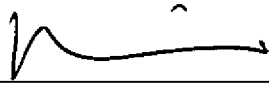
FURTHER, Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of all right, title and interest in, to and under the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

U.S. Trademark Registration Application

MARK	SERIAL NO.	FILING DATE
AVETIS AND DESIGN 	88/135,105	09/27/2018