

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shenzhen SaiWenBoTe Intelligent Technology Co., Ltd.		03/08/2019	Corporation: CHINA
RECEIVING PARTY DATA			
Name:	Innovation First International, Inc.		
Street Address:	6725 W. FM 1570		
City:	Greenville		
State/Country:	TEXAS		
Postal Code:	75402		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88261552	HEXBOT	
Serial Number:	88261539	HEXBOT	
CORRESPONDENCE DATA			
Fax Number:	8474919801		
<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:	8474919800		
Email:	chris@trademarksearch.com		
Correspondent Name:	Christopher J. Bischoff		
Address Line 1:	1650 Payne Street		
Address Line 4:	Evanston, ILLINOIS 60201		
NAME OF SUBMITTER:	Christopher J. Bischoff		
SIGNATURE:	/Christopher J. Bischoff/		
DATE SIGNED:	06/20/2019		
Total Attachments: 2			
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OP \$65.00 88261552

HEXBOT TRADEMARK TRANSFER AND ASSIGNMENT

This Trademark Assignment Agreement ("Trademark Assignment") is made and entered into effective as of March 8, 2019 by and between Shenzhen SaiWenBoTe Intelligent Technology Co., Ltd and Yongxu Wang in his individual capacity and as an officer of Shenzhen SaiWenBoTe Intelligent Technology Co., Ltd, having places of business at 1208,12/F, Hualian Building No. 208 Shennan Middle Road, Huaqiang North St Futian Dist., Shenzhen China and No. 5 South China City, Longgang District Room 1613 Shenzhen Guangdong China (together referred to herein as the "Assignor") and Innovation First International, an Texas Corporation, having a principal place of business at 6725 W. FM 1570 Geenville, TX 75402 (referred to herein as the "Assignee"). Assignor and Assignee may be collectively referred to herein as the "parties." For good and valuable consideration in the amount of three thousand five hundred dollars (\$3,500.00), the receipt and sufficiency of which Assignor specifically acknowledges Assignor and Assignee agree as follows:

Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's worldwide right, title and interest in and to the trademark HEXBOT, all similar variations and iterations and uses including but not limited to all social media accounts, monikers, domains, URLs, and websites that contain the word HEXBOT or similar variations/iterations and to any trademark applications or registrations including but not limited to U.S. Trademark Applications Serial Nos. 88261552 (HEXBOT and Design) and 88261539(HEXBOT and Design), together with the entire goodwill of the business symbolized thereby, (all such rights and interests as described and referenced are referred to as the "Trademark"), and the goodwill of the business with which the Trademark is used and which is symbolized by the Trademark.

- 1. Assignment and Grant of Rights.** Assignor grants, conveys, transfers, alienates and assigns to Assignee, all of Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Trademark and all similar marks together with entire goodwill of the business symbolized thereby, including but not limited to (i) the right to record the assignments made under this Trademark Assignment in the United States Patent and Trademark Office; (ii) the right to enforce, sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown, and (iii) rights to print, publish, display, rent, lend, lease, and license the Trademark in all media (now or subsequently existing) and languages (human or computer); and (iv) all goodwill associated with the Trademark together with entire goodwill of the business symbolized thereby. The Trademark is conveyed to Assignee free and clear of all liens, titles, claims, encumbrances, hypothecations, Number charges, security interests or other interests of any nature or type or other restrictions whatsoever. *Assignee hereby accepts this assignment.*
- 2. No Retained Rights.** The parties agree Assignor is not retaining any ownership or other right, title or interest whatsoever in the Trademark, and this Trademark Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Trademark, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that upon execution of this Trademark Assignment, the Trademark, to the best of Assignor's knowledge and belief, constitutes the sole and exclusive property of Assignee.
- 3. 269 Day Transition and Assignor Non - Use of the Transferred Trademark.** After a transition period of two hundred sixty nine days (269) days from the effective date of this assignment which transition period shall end at 12:59 A.M. CST on October 31, 2019 and to allow Assignor to transition to a new name and cease any and all use of the Trademark, Assignor shall cease any and all use of the Trademark and all similar variations and iterations and shall thereafter not in any way use, exploit, or commercialize or aid or assist others in using, exploiting or commercializing the Trademark transferred hereunder, including similar variations and iterations. Without limiting Assignor's obligations including cessation of all use of the word HEXBOT alone or in combination with other words as described in this Trademark Assignment, to the extent Assignor cannot transfer title and/or register the Trademark in the name of Assignee (for example FaceBook and other Social Media Accounts using HEXBOT), Assignor will transition to a new social media account name, moniker or the like that does not use "HEXBOT" or similar variations and will cooperate and assist in cancellation of the HEXBOT social media account in such a way as to allow Assignee to apply for, register, obtain and control said account, social media account name, moniker or the like consistent with the applicable rules of the various social media platforms. Assignor shall cooperate with Assignee in carrying out the intent and purpose described.
- 4. Mutual Release of Claims.** If a party has fully performed its obligations under this Agreement and except for the obligations created by this Agreement, the Parties hereby release and forever discharge each other, their agents,

employees, directors, shareholders, officers, successors, in-house attorneys and assigns and each of them, of and from any claims, counterclaims, controversies, demands, or causes of action that the Parties have, had or may have had arising out of any use of the HEXBOT name, trademark and all similar variations and iterations in any jurisdiction up to the Effective Date of this Assignment.

5. **Applicable Law.** The laws of the United States, state of Texas (without regard to its conflicts of law principles) will govern all aspects of this Trademark Assignment, irrespective of the fact that one of the parties now is or may become a resident of a different state or country. The parties acknowledge the aforesaid courts will have exclusive jurisdiction over this Trademark Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens.
6. **Severability.** If a court of competent jurisdiction holds that any one or more of this Trademark Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Trademark Assignment's other provisions, and this Trademark Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions. Without limiting the extent of any rights or remedies, if a party shall breach any of its obligations under this Assignment, that party shall be liable to the other for all costs, expenses and reasonable attorney fees incurred by the non-breaching party in enforcing its rights hereunder.
7. **Waiver.** No failure or delay on the part of any party to this Trademark Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.
8. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by transmission by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such "pdf" signature page was an original thereof. The parties further agree that true and accurate photocopies of this agreement shall be enforceable and admissible in any legal proceeding.
9. **Mutual Cooperation - Further Instruments.** The parties shall cooperate with one another in carrying out the intent, purpose and terms of this Trademark Assignment, including providing information and executing documents provided by Assignee to assist Assignee in its efforts to protect, register, perfect, use and otherwise enforce or commercialize the rights assigned. Assignor shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Trademark as set forth in this Trademark Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Trademark Assignment in any public office or Governmental Authority, social media or online platform or provider or otherwise to give notice or evidence of Assignee's exclusive rights to the Trademark and all claims or rights thereunder. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, trademark assignments, applications for registrations, or other documents or filings pertaining to any or all of the Trademarks and related obligations, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates, grants and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to carry out the intent and purpose of this agreement including but not limited to the prosecution, renewal, maintenance, protection, enforcement or preservation relative to the Transferred IP Assets thereon with the same legal force and effect as if executed by Assignor.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Closing.

TRADEMARK TRANSFER AND ASSIGNMENT MADE AND EXECUTED BY:

ASSIGNOR:

By:

Yongxu Wang
Yongxu Wang

TRANSFER AND ASSIGNMENT ACKNOWLEDGED AND ACCEPTED BY:

ASSIGNEE:

By:

John Harvey, General Counsel
John Harvey, General Counsel