

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556031

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900526278		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innvoise Ltd		11/26/2019	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Cortex Limited		
Street Address:	Bridge House Waterfront East		
Internal Address:	Level Street		
City:	Brierley Hill		
State/Country:	UNITED KINGDOM		
Postal Code:	DY5 1XR		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4297152	CORTEX	
CORRESPONDENCE DATA			
Fax Number:	6144642634		
<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:	614 462-5400		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	Kegler Brown - JJN/S*B		
Address Line 1:	65 East State Street		
Address Line 2:	Suite 1800		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	108040.1-2		
NAME OF SUBMITTER:	Jeffrey Nein, Attorney of Record		
SIGNATURE:	/JJN/		
DATE SIGNED:	01/06/2020		
Total Attachments: 6			
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

December 13, 2019

PTAS

KEGLER BROWN - JJN/S*B
65 EAST STATE STREET
SUITE 1800
COLUMBUS, OH 43215



900526278

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. See 15 U.S.C. §1060(a).

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, January 13, 2020**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900526278

Access Code: 8MLSJVZSYF1L2I5

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

TUSHOMBE STOKES
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innvoise Ltd		11/26/2019	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Cortex Limited		
Street Address:	Bridge House Waterfront East		
Internal Address:	Level Street		
City:	Brierley Hill		
State/Country:	UNITED KINGDOM		
Postal Code:	DY5 1XR		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4297152	CORTEX	
CORRESPONDENCE DATA			
Fax Number:	6144642634		
<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:	614 462-5400		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	Kegler Brown - JJN/S*B		
Address Line 1:	65 East State Street		
Address Line 2:	Suite 1800		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	12/09/2019		
SIGNATURE:	/JJN/		
DATE SIGNED:	12/09/2019		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT ADDENDUM AGREEMENT

This TRADEMARK ASSIGNMENT ADDENDUM AGREEMENT ("Assignment Addendum"), dated as of January 3, 2020, is made by Innovise Ltd ("Assignor"), a United Kingdom company (Company No. 04101777), in favor of Cortex Limited ("Assignee"), a United Kingdom company (Company No. 05023238), the purchaser of certain assets of Assignor pursuant to that certain Assignment between Assignor and Assignee dated as of November 26, 2019 (the "Assignment").

WHEREAS, under the terms of the Assignment, Assignor has conveyed, transferred, and assigned to Assignee certain intellectual property of Assignor, and has agreed thereunder to execute such further documents as are necessary to complete the transfer of the full right, title and interest in and to the intellectual property set forth therein, including for complying with the law of any other country; and

WHEREAS, Assignor desires to execute this Assignment Addendum to bring the intentions of the parties and acts under the Assignment into full compliance with United States law and for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and any remaining right, title, and interest in and to the trademark registrations set forth on Schedule D hereto and all issuances, extensions, and renewals thereof to the extent not already conveyed, transferred, and assigned under the Assignment;

(b) if not already conveyed, transferred, and assigned under the Assignment, all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) if not already conveyed, transferred, and assigned under the Assignment, any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) if not already conveyed, transferred, and assigned under the Assignment, any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment Addendum upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks (together with the goodwill connected thereto) to Assignee, or any assignee or successor thereto.

3. Terms of the Assignment. The parties hereto acknowledge and agree that this Assignment Addendum is entered into pursuant to the terms of the Assignment and obligations of the parties thereunder, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks (and the goodwill connected thereto). The representations, warranties, covenants, agreements, and indemnities contained in the Assignment shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Assignment and the terms hereof, the terms of the Assignment shall govern.

4. Counterparts. This Assignment Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment Addendum delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment Addendum.

5. Successors and Assigns. This Assignment Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment Addendum as of the date first written above.

ASSIGNOR

Innovise Ltd

By: 

Name: Michael Taylor

Title: Director

Address for Notices:

Bridge House Waterfront East, Level Street,
Brierley Hill, United Kingdom, DY5 1XR

AGREED TO AND ACCEPTED:

ASSIGNEE

Cortex Limited

By: 

Name: Anthony Edwards

Title: Director

Address for Notices:

Bridge House Waterfront East, Level Street,
Brierley Hill, United Kingdom, DY5 1XR

SCHEDULE I

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Application Number	Registration Number
CORTEX	United States	85469815	4397152