

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eyeview, Inc.		01/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Aki Technologies, Inc.		
Street Address:	375 Alabama Street, #480		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94117		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4784774	VIDEOIQ	
Registration Number:	4900252	EYEVIEW	
Registration Number:	5131278	V-CIRCULAR	
Registration Number:	4897180	EYEVIEW	
CORRESPONDENCE DATA			
Fax Number:	4159551158		
<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:	4159551155		
Email:	tmapps@krinternetlaw.com		
Correspondent Name:	Karl S. Kronenberger		
Address Line 1:	150 Post St., Suite 520		
Address Line 4:	San Francisco, CALIFORNIA 94108		
NAME OF SUBMITTER:	Karl S. Kronenberger		
SIGNATURE:	/Karl S. Kronenberger/		
DATE SIGNED:	02/04/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Trademark Assignment**"), dated as of January 23, 2020, is made by Eyeview, Inc., a Delaware corporation ("**Seller**"), located at 33 East 33rd Street, 6th Floor, New York, NY 10016, in favor of Aki Technologies, Inc., a Delaware corporation ("**Buyer**"), 912 Cole Street, No. 357, San Francisco, CA 94117, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller, on the other, dated as of January 23, 2020 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and Seller has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

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

- a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c) 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) 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. Seller 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 jurisdiction to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request and at Buyer's sole cost, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment 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 Trademark Assignment delivered by facsimile, 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 Trademark Assignment.

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

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule.

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

Eyeview, Inc.

By: 

Name: Robert W. Dant

Title: CEO

AGREED TO AND ACCEPTED:

Aki Technologies, Inc.


By: 

Name: R. Scott Swanson

Title: CEO

**SCHEDULE 1
ASSIGNED TRADEMARKS**

Trademark Registrations

Jurisdiction	Trademark Name	Reg. No	Reg. Date	App No	App Date
US	VideolQ	4,784,774	August 4, 2015	86,429,262	October 20, 2014
US	Eyeview	4,900,252	February 16, 2016	86,429,260	October 20, 2014
US	V-circular	5,131,278	January 31, 2017	86,817,079	November 11, 2015
US	 eyeview	4,897,180	February 9, 2016	86,430,581	October 21, 2014
US	OUTCOMES	--	--	87,441,142	May 8, 2017
EU	VideolQ	014053763	September 10, 2015	--	May 12, 2015
EU	Eyeview	014053797	September 11, 2015	--	May 12, 2015

TRADEMARK