

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566379

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900539130

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Knockout Ventures LLC		03/04/2020	Limited Liability Company: MARYLAND
Vincent Ko		03/04/2020	INDIVIDUAL:

## RECEIVING PARTY DATA

<b>Name:</b>	THRAS.IO, INC.
<b>Street Address:</b>	85 West Street
<b>City:</b>	Walpole
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02081
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Sandstorm Solutions, Inc.
<b>Street Address:</b>	85 West Street
<b>City:</b>	Walpole
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02081
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	5781018	VEVA
<b>Registration Number:</b>	5552301	VEVA
<b>Registration Number:</b>	5586824	VEVA
<b>Registration Number:</b>	5279567	VEVA
<b>Serial Number:</b>	88578945	PROHEPA
<b>Serial Number:</b>	87609786	3D MASK

## CORRESPONDENCE DATA

Fax Number:

*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.*

**Phone:** 617-917-4609  
**Email:** ekta@thras.io  
**Correspondent Name:** Ekta Patel  
**Address Line 1:** 85 West Street  
**Address Line 4:** Walpole, MASSACHUSETTS 02081

<b>NAME OF SUBMITTER:</b>	Vincent Ko
<b>SIGNATURE:</b>	/Vincent Edward Ko/
<b>DATE SIGNED:</b>	03/11/2020

**Total Attachments: 5**

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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**Agreement**”), dated as of March 4, 2020 (“**Effective Date**”), is made by and among KNOCKOUT VENTURES, LLC (the “**Company**”), a Maryland Limited Liability Company, VINCENT KO (the “**Owner**”, and together with the Company, the “**Assignors**” and each an “**Assignor**”), THRAS.IO, a Delaware corporation (“**Parent**”) and SANDSTORM SOLUTIONS, INC., a Delaware corporation (together with Parent, the “**Assignees**”) pursuant to that certain asset purchase agreement, dated March 4, 2020 by and among Assignees and, Assignors (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Assignors and the Assignees shall be referred to herein as the “**Parties**” or each, a “**Party**”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignors have agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignors.

**NOW, THEREFORE**, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment - For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer and assign to Assignees, and Assignees hereby accept, assume, and receive all of Assignors’ rights, title and interests in and to the following provided they are utilized in, or applicable to, the Business (collectively, the “**Intellectual Property Assets**”):

a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “**Copyrights**”);

b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. all design rights which may be available to Assignors now or hereafter existing, created, acquired or held;

d. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

e. all trademark and service mark rights, slogans, trade dress, and tradenames,

trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Trademarks**”);

f. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired collectively, the “**Mask Works**”);

g. all internet websites and internal domain names (collectively, the “**Domain Names**”);

h. all social media pages and accounts, together with the associated usernames and passwords (collectively, the “**Social Media Accounts**”);

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “**Licenses**”);

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions - Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignees.

3. Further Assurances - Following the date hereof, upon Assignees’ request, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignees and their 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 Intellectual Property Assets to Assignees, or any assignee or successor thereto.

4. Entire Agreement - This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

5. Amendment and Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

6. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the State of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Massachusetts. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 8.10 and 8.11 of the Purchase Agreement.

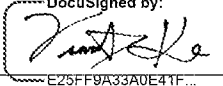
8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

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**IN WITNESS WHEREOF**, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

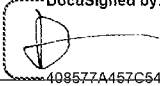
**ASSIGNOR:**

Knockout Ventures LLC

By:   
Name: Vincent Ko  
Title: Sole Member

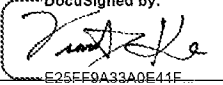
**ASSIGNEE:**

Sandstrom Solutions, Inc.

By:   
Name: Daniel Boockvar  
Title: Secretary

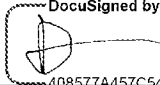
**ASSIGNOR:**

Vincent Ko

By:   
Name: Vincent Ko  
Title: Individually

**ASSIGNEE:**

Thras.io, Inc.

By:   
Name: Daniel Boockvar  
Title: Secretary

**EXHIBIT A**  
**Trademarks**

**Registered U.S. Trademarks:**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Mark</b>	<b>Type</b>	<b>Status</b>	<b>Next Step</b>
88195013	5781018	VEVA	Wordmark	LIVE	Jun. 18, 2024
87609783	5552301	VEVA	Wordmark	LIVE	Aug. 28, 2023
87217773	5586824	VEVA	Wordmark	LIVE	Oct. 16, 2023
87145300	5279567	VEVA	Wordmark	LIVE	Sep. 05, 2022

**Unregistered Trademarks:**

<b>Mark</b>	<b>Type</b>	<b>Application Number</b>
ProHepa	Wordmark	88578945
3D Mask	Wordmark	87609786
Veva	Design mark (logo)	N/A