

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synapse Technology Corporation		04/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Rapiscan Laboratories, Inc.		
Street Address:	3793 Spinnaker Court		
City:	Fremont		
State/Country:	CALIFORNIA		
Postal Code:	94538		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87745270	SYNTECH ONE	
Serial Number:	87524732	SYNAPSE	
Serial Number:	87538667	SYNAPSE TECHNOLOGY CORPORATION	
Serial Number:	87530623		
CORRESPONDENCE DATA			
Fax Number:	3124643111		
<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:	3124643100		
Email:	trademarks@loeb.com		
Correspondent Name:	Douglas N. Masters c/o Loeb & Loeb LLP		
Address Line 1:	321 N. Clark Street, Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Douglas N. Masters		
SIGNATURE:	/Douglas N. Masters/		
DATE SIGNED:	04/07/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT (GENERAL)

This INTELLECTUAL PROPERTY ASSIGNMENT (GENERAL) (this “General IP Assignment”) is made as of April 3, 2020 (the “Effective Date”), by and between SYNAPSE TECHNOLOGY CORPORATION, a Delaware corporation (“Assignor”), and RAPISCAN LABORATORIES, INC., a Delaware corporation (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Purchase Agreement dated as of April 3, 2020 (the “Purchase Agreement”), pursuant to which Assignee has agreed to purchase, and Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, all of Assignor’s right, title and interest in, to and under certain intellectual property on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver this General IP Assignment by which the Assignor IP (as defined below) are assigned and conveyed by Assignor to Assignee at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed that:

1. Definitions.

For the purposes of this Agreement:

“Assignor IP” means any and all Intellectual Property owned (in whole or in part) by Assignor.

“Intellectual Property” means all intellectual property rights arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (i) trade names, trademarks and service marks (registered and unregistered), domain names and other Internet addresses or identifiers, trade dress and similar rights, and applications (including intent to use applications and similar reservations of marks and all goodwill associated therewith) to register any of the foregoing (collectively, “Trademarks”); (ii) patents, utility models and any similar or equivalent statutory rights with respect to the protection of inventions, and all applications for any of the foregoing (collectively, “Patents”); (iii) copyrights (registered and unregistered) and applications for registration (collectively, “Copyrights”); (iv) trade secrets, know-how, inventions, methods, processes and processing instructions, technical data, specifications, research and development information, Technology, product roadmaps, customer lists and any other information, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use, excluding any Copyrights or Patents that may cover or protect any of the foregoing (collectively, “Trade Secrets”); and (v) moral rights, publicity rights, database or data collection rights and any other know-how, methods, instructions, data, specifications, information, Technology, customer names and any other information or intellectual property rights of any kind or nature that do not comprise or are not protected by

Trademarks, Patents, Copyrights or Trade Secrets.

“Software” means any and all computer programs, software (in object code and source code forms), firmware, middleware, applications, APIs, web widgets, code and related algorithms, models and methodologies and all other tangible embodiments thereof, including files and documentation relating thereto.

“Technology” means Software, technology, technical information and know-how, including designs, formulae, specifications, design and manufacturing schematics, manufacturing and other processes, algorithms, data, databases, methods, techniques, ideas, concepts, inventions, discoveries, developments, innovations, and other similar subject matter, and all recordings, graphs, drawings, reports, notes, analyses and other writings and recordations, and any other embodiments of the foregoing, in any form, and all related subject matter used in the design, development, reproduction, sale, marketing, maintenance or modification of any of the foregoing.

2. IP Conveyance.

Assignor does hereby irrevocably and unconditionally:

(a) sells, transfers, conveys, assigns and delivers to Assignee all of Assignor’s right, title and interest in, to and under: (i) all Assignor IP, including (A) the Patents set forth in Exhibit A hereto and the inventions disclosed therein, including any Patent registrations issuing on any applications contained therein, and all reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations and divisionals of any of the Patents and all foreign and domestic counterparts relating to any of the foregoing, including without limitation, certificates of invention, utility models, and other governmental grants or issuances and any Patents that claim priority from any of the foregoing; (B) the Trademarks set forth in Exhibit B hereto, together with the goodwill associated therewith; (C) the Copyrights set forth in Exhibit C hereto; (D) the domain names set forth in Exhibit D hereto (“Domain Names”); (E) the Software set forth in Exhibit E hereto; and (F) all data, metadata, images, databases, data collections, data sets and other proprietary information and all rights therein, including those set forth in Exhibit F hereto; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Assignor IP, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, and (C) any other remedies of any kind for past, current and future infringement; and (iii) rights to collect royalties or other payments under or on account of any of the Assignor IP due or payable on or after the Effective Date, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

(b) agrees to waive any “moral” rights with respect to the Assignor IP, including but not limited to rights of attribution and integrity arising from all or any part of the copyrights included in the Assignor IP, together with all claims for damages and other remedies asserted on the basis of moral rights, and transfers, conveys and assigns unto Assignee any waivers granted to Assignor of any such moral rights, in each case, to fullest extent permitted by applicable laws; and

(c) agrees to execute applications, assignments, declarations, affidavits, and any other papers as reasonably necessary to perfect Assignee's right, title and interest throughout the world in all Assignor IP, assigned to Assignee hereunder and, at Assignee's sole expense, reasonably assist Assignee in perfecting such right, title and interest in Assignee.

3. Transfer of Control of Domain Names; Authorization to Record. Assignor agrees to initiate and cooperate with Assignee to complete the transfer process with respect to the Domain Names electronically from Assignor's account to Assignee's account and servers to the extent reasonably required to transfer ownership and control of the Domain Names, and to execute and deliver such assignment and other documents as the registrar of the Domain Names may reasonably require in order to effectuate the transfer of control and ownership of the Domain Names from each Assignor to Assignee. Assignor agrees that this General IP Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for any purpose regarding the subject matter hereof. This General IP Assignment may be submitted to the Uniform Domain-Name Dispute-Resolution Policy, or any similar offices throughout the world, or to any other party, as evidence of Assignee's ownership.

4. Terms of the Purchase Agreement. This General IP Assignment is being delivered pursuant to the Purchase Agreement, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, conditions, limitations, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. The rights and remedies Assignor and Assignee under the Purchase Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this General IP Assignment. In the event of any conflict between the terms of the Purchase Agreement and the terms of this General IP Assignment, the terms of the Purchase Agreement shall prevail.

5. Counterparts. This General IP Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.


6. Governing Law. This General IP Assignment and all disputes or controversies arising out of or relating to this General IP Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this General IP Assignment as of the date first above written.

ASSIGNOR:

SYNAPSE TECHNOLOGY CORPORATION

By: 
Name: Ian Cinnamon
Title: President

ASSIGNEE:

RAPISCAN LABORATORIES, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor has executed this General IP Assignment as of the date first above written.

ASSIGNOR:

SYNAPSE TECHNOLOGY CORPORATION


By: _____

Name:

Title:

ASSIGNEE:

RAPISCAN LABORATORIES, INC.

By:  _____

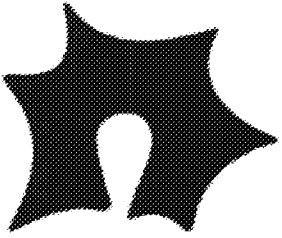
Name: Dan A. Strellis

Title: President

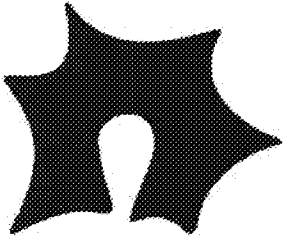
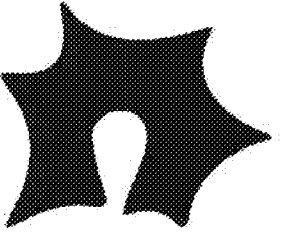
Exhibit B to the Intellectual Property Assignment (General)
TRADEMARKS

INTERNAL FILE NO.	REGION	DESCRIPTION	SERIAL	FILING DATE	STATUS	APPLICANT
00016	US	SYNTECH ONE	87745270	1/5/2018	LIVE	SYNAPSE TECHNOLOGY CORPORATION
00030	EU	SYNTECH ONE	017924667	6/28/2018	APPLICATION	SYNAPSE TECHNOLOGY CORPORATION
00029	EU	SYNTECH ONE	003066515	10/15/2018	OPPOSITION 003066515	SYNAPSE TECHNOLOGY CORPORATION
					/WITHDRAWN	
00029	EU	SYNTECH ONE	003066977	10/22/2018	OPPOSITION 003066977	SYNAPSE TECHNOLOGY CORPORATION
					WITHDRAWN	
00021	EU	SYNTECH ONE	017924667	8/22/2019	REGISTERED T6785EU01	SYNAPSE TECHNOLOGY CORPORATION
00022	JAPAN	SYNTECH ONE	APP 2018-085939 REG NO. 6119149	7/2/2018	REGISTERED 2/1/2019 REG NO. 6119149	SYNAPSE TECHNOLOGY CORPORATION

[Exhibit B to General IP Assignment]

00005	US	SYNAPSE	87524732	7/12/2017	REGISTERED 3/10/2020 6008324	SYNAPSE TECHNOLOGY CORPORATION
00019	EU	SYNAPSE TECHNOLOGY CORPORATION	017682881	1/12/2018	REGISTERED T6293EU01	SYNAPSE TECHNOLOGY CORPORATION
00020	JAPAN	SYNAPSE TECHNOLOGY CORPORATION	APP NO2018- 005276 REG NO. 6113893	1/18/2018	REGISTERED 1/11/2019 REG NO. 6113893	SYNAPSE TECHNOLOGY CORPORATION
00008	US	SYNAPSE TECHNOLOGY CORPORATION	87538667	7/22/2017	LIVE	SYNAPSE TECHNOLOGY CORPORATION
00007	US	SYNAPSE TECHNOLOGY	87538663	7/22/2017	ABANDON	SYNAPSE TECHNOLOGY CORPORATION
00018	JAPAN		APP 2018- 004340 REGISTRATION 6072929	1/16/2018 REG 8/17/2018	REGISTERED	SYNAPSE TECHNOLOGY CORPORATION

[Exhibit B to General IP Assignment]

00017	EU		017688789	1/12/2018	REGISTERED T6292EU01	SYNAPSE TECHNOLOGY CORPORATION
00006	US		87530623	7/17/2017	Live	SYNAPSE TECHNOLOGY CORPORATION

[Exhibit B to General IP Assignment]

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