

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572556

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Verifi, Inc. | | 09/11/2019 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | CAMS, LLC | | |
| Street Address: | 1865 Village Center Circle | | |
| City: | Las Vegas | | |
| State/Country: | NEVADA | | |
| Postal Code: | 89134 | | |
| Entity Type: | Limited Liability Company: NEVADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4502238 | CAMS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2486451568 | | |
| <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: | 2486451483 | | |
| Email: | IPDocket@howardandhoward.com | | |
| Correspondent Name: | HOWARD & HOWARD ATTORNEYS PLLC | | |
| Address Line 1: | 450 WEST FOURTH STREET | | |
| Address Line 4: | ROYAL OAK, MICHIGAN 48067 | | |
| ATTORNEY DOCKET NUMBER: | 118340.00003 | | |
| NAME OF SUBMITTER: | Stephanie S. Buntin | | |
| SIGNATURE: | /Stephanie S. Buntin/ | | |
| DATE SIGNED: | 04/19/2020 | | |
| Total Attachments: 2 | | | |
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| source=CAMS Trademark Assignment#page2.tif | | | |

OP \$40.00 4502238



TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment"), dated as of September 11, 2019, is entered into by and between Verifi, Inc. ("Assignor") and CAMS, LLC ("Assignee") (Assignor and Assignee, collectively, the "Parties").

WHEREAS, the Assignor and Assignee have entered into a certain Letter Agreement, dated September 11, 2019 (the "Letter Agreement"), pursuant to which the Assignor has agreed to sell, assign, transfer, and convey to Assignee all of Assignor's right, title, and interest in and to the trademark CAMS (U.S. Reg. No. 4,502,238) (the "Trademark"), including the U.S. registration, and all goodwill pertaining to the Trademark; and

WHEREAS, the Assignor and Assignee desire to execute this Trademark Assignment for purposes of further memorializing the sale, assignment, transfer, and conveyance to Assignee of the Trademark, including for purposes of recording same with the U.S. Patent & Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee: (a) all of Assignor's right, title, and interest in and to the Trademark, including the U.S. registration, and all goodwill pertaining to the Trademark; (b) all rights pertaining to the Trademark arising under common law, under international treaties and convention rights, and all foreign Trademark rights which may exist with respect to the assigned Trademark; (c) the right and power to assert, defend, and recover title to the Trademark; (d) all rights to assert, defend, sue, and recover damages for any past, present, and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to the Trademark; (e) all proceeds, income, royalties, damages, and payments now and/or hereafter due and payable under and/or in respect of the Trademark; and (f) all administrative rights arising from the Trademark, including the right to prosecute applications and oppose, interfere with, or challenge the applications of others, the right to obtain renewals and extensions of legal protection pertaining to the Trademark, and the right to file applications claiming the benefit of the Trademark. Assignee hereby acknowledges and agrees to assume any and all rights and obligations of Assignor with respect to the Trademark.

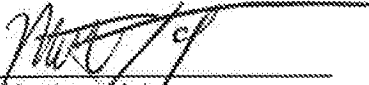
2. Assignor hereby acknowledges and agrees that from and after the date stated above, Assignee shall be the sole and exclusive owner of the Trademark. Assignor further authorizes and requests the appropriate authority or authorities whose duty it is to record trademarks, to record the Trademark and title thereto as the property of Assignee, its successors, and its assigns in accordance with the terms of this Trademark Assignment.

3. This Trademark Assignment is subject in all respects to the terms of the Letter Agreement, including Assignor's representations, warranties, covenants, and agreements relating to the Trademark. Assignor acknowledges and agrees that the representations, warranties, covenants, and agreements contained in the Letter Agreement shall not be superseded or modified 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 Purchase Agreement and the terms of this Trademark Assignment, the terms of the Letter Agreement shall control.



IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be executed by their duly authorized officers on the date set forth above.

CAMS, LLC


Signature: 

Print Name: Matthew Katz

Title: Manager

Date: _____

VERIFI, INC.

Signature: 

Print Name: Sara Craven

Title: Chief Operating Officer

Date: _____

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