

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NovaStor Corporation		05/21/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NovaStor AG		
Street Address:	Baarerstrasse 20		
City:	Zug		
State/Country:	SWITZERLAND		
Postal Code:	CH-6300		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3867322	NOVASTOR	
Registration Number:	2332886	NOVABACKUP	
Registration Number:	2517791	FASTBIT	
CORRESPONDENCE DATA			
Fax Number:	8052301355		
<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:	8052301350		
Email:	nabeloe@socalip.com		
Correspondent Name:	SoCal IP Law Group LLP		
Address Line 1:	310 N. Westlake Blvd., Suite 120		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
ATTORNEY DOCKET NUMBER:	N016.G10027		
NAME OF SUBMITTER:	Nicole M. Abeloe		
SIGNATURE:	/Nicole M. Abeloe/		
DATE SIGNED:	05/22/2020		
Total Attachments: 2			
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OP \$90.00 3867322

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“this Agreement”) is entered into by and between NovaStor Corporation, a California, USA Corporation, 29209 Canwood St. Agoura Hills, CA 91301 USA (“Assignor”) and NovaStor AG., an Aktiengesellschaft of Switzerland, Baarerstrasse 20, CH-6300 Zug, Switzerland (“Assignee”), and is made with respect to the following recitals, effective as of May 20 , 2020.

WHEREAS, Assignor is the owner of the following three United States trademark registrations (the “Trademarks”).

	Serial Number	Reg. Number	Mark
1	77965327	3867322	NOVASTOR
2	75709974	2332886	NOVABACKUP
3	75478835	2517791	FASTBIT

WHEREAS, Assignee has become the successor of the ongoing and existing business or portion thereof of Assignor related to the Trademarks.

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor desires to transfer all of its rights, title, interest and associated goodwill in and to the Trademark and to thereafter have continuing usage rights of the Trademarks;

In consideration of the premises, mutual covenants and agreements contained in this Agreement, the parties agree as follows:

Terms and Conditions

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Trademarks in any typeface, stylization, colors, and/or capitalization, and any US state or federal applications and registrations of the foregoing, including all common law rights, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover damages from future infringement of the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or 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 (the “Assignment”).
2. Assignor acknowledges receipt of adequate consideration.
3. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of law.
4. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to Assignee as owner of all right, title and

interest therein, or otherwise as Assignee may direct, in accordance with the terms of the Assignment.

5. Upon Assignee's request, Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Trademarks and to protect and enforce the Trademarks.
6. Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, and that Assignor will not take any action, use any trademarks, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

Signatures

Assignor

NovaStor Corporation
29209 Canwood St.
Agoura Hills, CA 91301
USA

DocuSigned by:

Michael Andrews

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Mike Andrews, CEO

5/21/2020

Date

Assignee

NovaStor AG
Baarerstrasse 20
CH-6300 Zug
Switzerland

DocuSigned by:

Adrian Knapp

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Adrian Knapp, CEO

5/22/2020

Date