

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586242

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFLCR, Inc.	FORMERLY INFLCR, LLC	07/13/2020	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Teamworks Innovations, Inc.		
Street Address:	122 East Parrish Street		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5815403	INFLCR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	919-821-6609		
Email:	lyoung@smithlaw.com		
Correspondent Name:	Lisa Young		
Address Line 1:	150 Fayetteville Street, Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Lisa Young		
SIGNATURE:	/Lisa Young/		
DATE SIGNED:	07/13/2020		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of July 13th, 2020 (this “**Assignment**”), is made by and between INFLCR, Inc. (formerly known as INFLCR, LLC), an Alabama corporation, having its principal offices at 2212 First Avenue South, Birmingham, Alabama 35233, USA (“**Assignor**”), and Teamworks Innovations, Inc., a Delaware corporation having its principal offices at 122 East Parrish Street, Durham, North Carolina 27701, USA (“**Assignee**”). Assignor and Assignee may be referred to in this Agreement in the singular as “**Party**” and collectively as “**Parties**.”

WHEREAS, Assignor was formerly known as INFLCR, LLC and converted to INFLCR, Inc. pursuant to the Statement of Conversion of INFLCR, LLC into INFLCR, Inc. (the “**Conversion**”) and Articles of Incorporation of INFLCR, Inc. filed with the Secretary of State of Alabama, attached hereto as **Exhibit A**;

WHEREAS, through the Conversion Assignor assumed sole ownership of and has remained the sole owner of the INFLCR trademark and all rights thereto, including without limitation common law rights, any rights applicable under state law, and the federal registration for INFLCR® (USPTO Reg. No. 5,815,403)Mark (these rights collectively comprising the “**Mark**”);

WHEREAS, the Parties desire that Assignor assign the Mark to Assignee; and

WHEREAS, the Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s right, title and interest in, to and under the Mark.

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the Parties hereby agree as follows:

1. Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, all its right, title, and interest in, to, and under the Mark, together with the goodwill, if any, of the business associated therewith and which is symbolized thereby, and all other rights secured under the laws of the United States and any other foreign country with respect to the Mark, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor further sells, conveys, assigns, transfers, and delivers to Assignee all rights of Assignor to bring an action or seek any other remedy, whether at law or in equity, against any third party for past, present, or future infringement, dilution, tarnishment, blurring, or other misappropriation or unauthorized use of the Mark, including the right to bring an action or seek other remedy for past, present, and future infringement, dilution, tarnishment, blurring, or other misappropriation or unauthorized use, and all rights to recover or collect damages, including attorneys’ fees and enhanced damages, profits, and injunctive relief for infringement, dilution, tarnishment, blurring, confusion, unfair competition, or other misappropriation or unauthorized use, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor hereby represents that it has full right to convey all right, title, and interest assigned under this Agreement and that Assignor has not executed, and will not execute, any agreement in conflict with this Agreement.

2. Assignor agrees to execute all applications, amended specifications, deeds, or other instruments, and to do all acts necessary or proper, or as otherwise reasonably requested by Assignee, to confirm and assure the rights and obligations provided for in this Agreement, and to protect and secure such sale, conveyance, assignment, transfer, and delivery of all such right, title, and interest in, to, and under said Mark and to vest and confirm in said Assignee, its successors, and its assigns, all such right, title, and interest.

3. Assignor hereby authorizes Assignee to file this Agreement or portions thereof and any other documents relating thereto with the U.S. Patent and Trademark Office for purposes of having this Agreement recorded therein and to place sole and exclusive right, title, and interest in and to such Mark in the name of Assignee.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues, and in all other respects, including as to validity, interpretation, and effect, by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

5. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument. This Agreement may not be amended or modified without the prior written agreement of both Parties hereto.

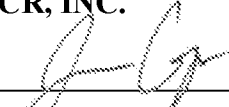
This Agreement is effective as to the date first written above.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this instrument to be signed by its proper and duly authorized officer as of the date and year first written above.

ASSIGNOR:

INFLCR, INC.

By:  _____

Name: James Coffos

Title: Chief Financial Officer

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this instrument to be signed by its proper and duly authorized officer as of the date and year first written above.

ASSIGNEE :

TEAMWORKS INNOVATIONS, INC.

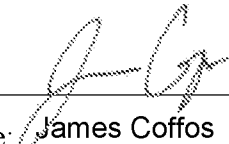
By:  _____
Name: James Coffos
Title: Chief Financial Officer

Exhibit A

**Statement of Conversion of INFLCR, LLC into INFLCR, Inc. and Articles of
Incorporation of INFLCR, Inc.**

[See attached]