

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Radiance, Inc.		08/21/2020	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Digirad Studios LLC		
Street Address:	235 Cheswick Drive		
City:	Madison		
State/Country:	ALABAMA		
Postal Code:	35757		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3735323	SHIFTED	
Registration Number:	4023554	THE SCINAPSE	
Registration Number:	3898171	ENTROPIST	
Registration Number:	3898170	KILLIX	
Registration Number:	3888148	ENTROPISM	
Registration Number:	3888147	THORK	
CORRESPONDENCE DATA			
Fax Number:	2054885891		
<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:	2052263404		
Email:	ppsmith@balch.com		
Correspondent Name:	Pam Smith		
Address Line 1:	1901 Sixth Ave N Ste 1500		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Pam P Smith		
SIGNATURE:	/ppsmith/		
DATE SIGNED:	08/24/2020		
Total Attachments: 3			

OP \$165.00 3735323

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made as of August 21, 2020 from Digital Radiance, Inc., an Alabama corporation with an address at 235 Cheswick Drive, Madison, Alabama 35757 (“**Assignor**”), to Digirad Studios LLC, an Alabama limited liability company with a place of business located at 235 Cheswick Drive, Madison, Alabama 35757 (“**Assignee**”).

WHEREAS, Assignor has determined it is in the best interest of its business and the continued use of the trademarks on the recited goods and services if it assigns the trademarks listed in Exhibit A attached hereto and the goodwill related thereto (“**Assignor Trademarks**”) to Assignee;

WHEREAS, Assignee has the capability and intent to continue use of the Assignor Trademarks as part of its ongoing software and game development business; and

WHEREAS, Assignee has agreed to accept such assignment from Assignor.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree:

1. **Assignment.** Assignor hereby irrevocably sells, assigns, conveys and transfers unto Assignee all right, title, and interest in, to and under the Assignor Trademarks together with (a) all associated common law rights, (b) all rights and privileges granted and secured thereby, including, without limitation, the right to receive any royalties due, the right sue and recover for any past or continuing infringement or misappropriation of the Assignor Trademarks as well as the right to seek any and all remedies available at law or in equity in connection therewith and (c) all goodwill arising out of and associated with such Assignor Trademarks.

2. **Benefit.** All right, title and interest in the Assignor Trademarks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its 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. Assignor shall make no further use of the Assignor Trademarks unless authorized by Assignee.

3. **Binding Effect.** This Assignment and the covenants and agreements herein contained shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of laws principles.

5. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original and, when taken together, shall constitute one agreement. Signatures to this Assignment may be exchanged by facsimile, portable document format or other similar electronic format, and all signatures exchanged in such manner shall constitute and be deemed original signatures.

6. Further Assurances. Assignor shall execute and deliver to Assignee, at Assignee's expense, such other documents as Assignee may reasonably require to confirm the assignment herein.

7. Entire Agreement. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this assignment. This Assignment may not be modified except in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their authorized representatives as of the date first written above.

Digital Radiance, Inc.

("Assignor")

By: 

Name: Ron J. Phillips

Title: President

Digirad Studios LLC

("Assignee")

By: 

Name: Ron J. Phillips

Title: President

EXHIBIT A
TRADEMARKS

U.S. Registration Number	Mark
3,735,323	SHIFTED
4,023,554	THE SCINAPSE
3,898,171	ENTROPIST
3,898,170	KILLIX
3,888,148	ENTROPISM
3,888,147	THORK