

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTRAC TECHNOLOGY FLETCHER, INC.		09/24/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SMART COSMOS SOLUTIONS INC.		
Street Address:	570 Polaris Parkway		
Internal Address:	Suite 250		
City:	Westerville		
State/Country:	OHIO		
Postal Code:	43082		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3172086	TRACELESS	
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:	267-546-0661		
Email:	ipolonsky@rccblaw.com		
Correspondent Name:	Ian Polonsky		
Address Line 1:	100 N. 18th Street		
Address Line 2:	Suite 710		
Address Line 4:	Phialdelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Ian S. Polonsky		
SIGNATURE:	/Ian S. Polonsky/		
DATE SIGNED:	10/01/2020		
Total Attachments: 4			
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OP \$40.00 3172086

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”), effective as of December 20, 2019 (the “*Effective Date*”), is entered into this 24th day of September, 2020, by and between Smart Cosmos Solutions Inc., a Delaware corporation (f/k/a Smartrac Solutions Inc.) (“*Assignee*”), and Smartrac Technology Fletcher, Inc., a Delaware corporation (“*Assignor*”).

RECITALS

A. In connection with that certain Agreement, by and among Assignee and Assignor, effective as of the Effective Date (the “*Purchase Agreement*”), Assignor has agreed to assign to Assignee all right, title and interest in and to the registered trademarks, applications to register trademarks, intent to use applications or other registrations or applications related to trademarks listed on the attached Exhibit A (the “*Trademarks*”).

B. Assignee desires to obtain all right, title and interest in the Trademarks according to the terms of this Assignment and the Purchase Agreement.

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

Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, as of the Effective Date, the entire right, title and interest in and to the Trademarks and all issuances, extensions, and renewals thereof; together with the goodwill of the business connected with the use of, and symbolized by, the assigned Trademarks and the right to sue for, settle or release any past, present or future infringement of the Trademarks.

Section 2. Further Assurances. Each party hereby covenants and agrees that, at any time and from time to time after the date of this Assignment, as the other party may reasonably request and without further consideration, such party shall reasonably cooperate with the other party to take such actions, and execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all further acts, conveyances, transfers, assignments, and assurances, as necessary in order to effectuate the provisions and purposes of this Assignment. Assignor hereby authorizes Assignee to take any appropriate action to protect the right, title and interest in, to and under the Trademarks hereby sold, conveyed, transferred, assigned and delivered, in the name of Assignor, Assignee or any other name (for the benefit of Assignee and its successors and assigns), against each and every person or persons whomsoever claiming or asserting any claim against any or all of the same.

Section 3. Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement, including all of the representations, warranties, covenants and agreements set forth in the Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provision set forth in the Purchase Agreement, including the representations, warranties and covenants of the parties contained therein.

Section 4. Counterparts. This Assignment may be executed in two counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but both such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of

a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

Section 5. Governing Law. This Assignment and all disputes, controversies or claims relating to, arising out of or under, or in connection with this Assignment or the transactions contemplated hereby, including the negotiation, execution and performance hereof or thereof, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of choice of law or conflicts of law rules or provisions (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

SMARTRAC TECHNOLOGY FLETCHER, INC.
a Delaware corporation

By: Michael Keen

Name: Michael Keen

Title: Director

Date: September 24, 2020

ASSIGNEE:

SMART COSMOS SOLUTIONS INC.,
a Delaware corporation (f/k/a Smartrac Solutions
Inc.)

By: Michael Butcher

Name: MICHAEL BUTCHER

Title: CEO

Date: 9/24/20

Exhibit A
Trademarks

Trademark	Country	Application Date	Application No.	Registration No.
Traceless	US	4/5/2004	78/396718	3172086
Traceless	EU	10/5/2004	004062238	004062238