

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601220

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SMART COSMOS SOLUTIONS INC.		09/24/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Authentix, Inc.		
<b>Street Address:</b>	4355 Excel Parkway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Addison		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75001		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3172086	TRACELESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2675460661		
<b>Email:</b>	ipolonsky@rccblaw.com		
<b>Correspondent Name:</b>	Ian Polonsky		
<b>Address Line 1:</b>	100 N. 18th Street		
<b>Address Line 2:</b>	Suite 710		
<b>Address Line 4:</b>	Phialdelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Ian S. Polonsky		
<b>SIGNATURE:</b>	/Ian S. Polonsky/		
<b>DATE SIGNED:</b>	10/05/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*"), dated as of September 24, 2020 (the "*Effective Date*") is entered into by and between Authentix, Inc., a Delaware corporation ("*Assignee*"), and Smart Cosmos Solutions Inc., a Delaware corporation ("*Assignor*").

### RECITALS

A. In connection with that certain Asset Purchase Agreement dated as of September 24, 2020, by and among Assignee, Assignor, and certain other parties thereto (the "*Asset Purchase Agreement*"), Assignor has agreed to assign to Assignee all right, title and interest in and to the registered trademarks, including the associated registrations and applications, 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 Asset 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, the goodwill of the business symbolized by the Trademarks, all registrations and applications for the Trademarks including all of their listed goods and services, 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 Asset Purchase Agreement, including all of the representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provision set forth in the Asset 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:

SMART COSMOS SOLUTIONS INC.  
a Delaware corporation

By:   
Name: MICHAEL BURSTEIN  
Title: CEO

ASSIGNEE:

AUTHENTEX, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Mark L. Weinstub  
Title: EVP/General Counsel

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

**ASSIGNOR:**

**SMART COSMOS SOLUTIONS INC.**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**AUTHENTIX, INC.,**  
a Delaware corporation

DocuSigned by:  
*Mark Weinrub*  
By: \_\_\_\_\_  
Name: Mark L. Weinrub  
Title: EVP/General Counsel

Exhibit A  
**TRADEMARKS**

Trademark	Country	Application Date	Application Number	Registration Date	Registration Number	Next Renewal Date
TRACELESS	United States	April 5, 2004	78/396718	November 14, 2006	3172086	November 14, 2026
TRACELESS	European Union (CTM)	October 5, 2004	4062238	August 4, 2006	4062238	October 5, 2024