

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delex Systems, Inc.		10/05/2020	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Zenetex LLC		
Street Address:	2001 L Street, NW		
Internal Address:	Suite 650		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5081645	DELEX SYSTEMS, INC. X	
Registration Number:	2415078	HITTS	
Registration Number:	2411789	HETA	
CORRESPONDENCE DATA			
Fax Number:	703.745.18		
<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:	703.745.1832		
Email:	trademarks@offitkurman.com		
Correspondent Name:	David C. Johnson		
Address Line 1:	8000 Towers Crescent Drive		
Address Line 2:	Suite 1400		
Address Line 4:	Vienna, VIRGINIA 22182		
ATTORNEY DOCKET NUMBER:	06680017.00001		
NAME OF SUBMITTER:	David C. Johnson		
SIGNATURE:	/David C. Johnson/		
DATE SIGNED:	10/06/2020		
Total Attachments: 2			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "**Assignment Agreement**") is made and entered into as of October 5, 2020 (the "**Effective Date**"), by and between **Zenetex LLC**, a Virginia limited liability company ("**Zenetex**") and **Delex Systems, Inc.**, a Virginia corporation ("**Delex**").

BACKGROUND

- A. Delex is the owner of all right, title, and interest in U.S. Trademark Registration No. 5,081,645 for



(Literal Element: DELEX SYSTEMS, INC. X) in International Class 045 and common law rights and goodwill in such mark in the United States (the "**-645 Trademark**");

- B. Delex is the owner of all right, title, and interest in U.S. Trademark Registration No. 2,415,078 for HITS in International Class 009 and common law rights and goodwill in such mark in the United States (the "**-078 Trademark**");

C. Delex is the owner of all right, title, and interest in U.S. Trademark Registration No. 2,411,789 for HETA in International Class 009 and common law rights and goodwill in such mark in the United States (the "**-789 Trademark**");

- D. Zenetex and Delex entered into and closed on a merger agreement as of December 31, 2016;

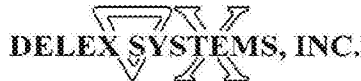
E. Pursuant to the merger between Zenetex and Delex, Zenetex acquired Delex's Intellectual Property Rights, as defined below, in the -645 Trademark, -078 Trademark, and -789 Trademark (collectively, the "**Marks**"); and,

F. In connection with that acquisition, Delex and Zenetex desire to enter into this Assignment Agreement to assign those Intellectual Property Rights, as defined below, to Zenetex.

TERMS OF AGREEMENT

In consideration of this Background and the mutual covenants contained in this Assignment Agreement, the accompanying agreements relating to the merger between the parties and acquisition of the Intellectual Property Rights, and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged, Delex and Zenetex agree as follows:

1. "**Intellectual Property Rights**" means (i) U.S. Trademark Registration No. 5,081,645



(Literal Element: DELEX SYSTEMS, INC. X) in International Class 045; (ii) U.S. Trademark Registration No. 2,415,078 for HITS in International Class 009; (iii) U.S. Trademark Registration No. 2,411,789 for HETA in International Class 009; and, (iv) all common law rights and goodwill in the each of the foregoing Marks in the United States.

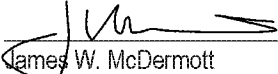
2. Delex assigns and transfers to Zenetex any and all past and future rights, title, and interest in and to the Intellectual Property Rights, together with the good will of the business symbolized by those Intellectual Property Rights within the United States, including the right to file additional trademark applications, the right to license, sublicense, and assign the Intellectual Property Rights, and the right to sue for past and future infringement of the Intellectual Property Rights and obtain past and future damages from any infringement. This assignment and transfer shall occur on the Effective Date of this Assignment Agreement.

3. Delex agrees to sign all necessary papers and do all lawful acts reasonably required in connection with the transfer, recordation, prosecution, assignment, enforcement, and disclaimer of rights to the Intellectual Property Rights, at the expense of Zenetex or


its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement, with the intention to be bound, as of the Effective Date.

Zenetex LLC

By: 
Name: James W. McDermott
Title: Chief Financial Officer
Date: 10/5/2020

Delex Systems, Inc.

By: 
Name: Christopher Parker
Title: Director of Contracts
Date: 10/5/2020