# OP \$40.00 6008703

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM603264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Katana, LLC		11/01/2018	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	me: DataQ, LLC	
Street Address:	10774 Spur Point Ct.	
City: San Diego		
State/Country: CALIFORNIA		
Postal Code: 92130		
Entity Type: Limited Liability Company: DELAWARE		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6008703	DATAQ

# **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 8585512440

Email: astephenson@bkflaw.com

Correspondent Name: Abigail Stephenson
Address Line 1: 800 Silverado Street

Address Line 2: 2nd Floor

Address Line 4: San Diego, CALIFORNIA 92037

NAME OF SUBMITTER:	Abigail G. Stephenson		
SIGNATURE:	/Abigail G. Stephenson/		
DATE SIGNED:	10/15/2020		

### **Total Attachments: 5**

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### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of November 1, 2018, is entered into by Katana LLC ("Assignor"), a Delaware limited liability company, and DataQ, LLC ("Company"), a Delaware limited liability company.

1.	Assignment.
	for good and valuable consideration, the receipt and sufficiency of which are hereby
	acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Company, and Company
	hereby accepts, all of Assignor's right, title, and interest in and to the Intellectual Property (the "Assigned
	IP").

2. "Intellectual Property" means all intellectual property and industrial property rights and assets used in connection with the Company's Business (as defined below), and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, all registrations and applications for, and renewals and extensions of, such rights, and the goodwill connected with the use of and symbolized by any of the foregoing, including any and all: trademarks, service marks, trade names, and similar designations of source or origin; websites and domain names; copyrights, designs and design registrations, and works of authorship, whether or not copyrightable; trade secrets, inventions and disclosures, whether or not patentable; and patents (including all reissues, divisionals, continuations, continuations-in-part and extensions thereof) including, without limitation, the assets set forth on Schedule 1.

3.	

- 4. **Recordation and Further Actions**. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Company. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Company and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Company, or any Company or successor thereto.
- 5. Non-Assignable Intellectual Property. To the extent that any Assigned IP is not assignable or transferable to the Company ("Non-assignable IP"), the Assignor grants to the Company a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to make, have made, modify, manufacture, reproduce, sub-license, use and sell such Non-assignable IP, and any residual rights the Assignor holds in the Non-assignable IP will be held by her in trust for the sole benefit of the Company. The Assignor will convey, transfer, dispose of and otherwise deal with the Non-assignable IP (including the execution and delivery of all documents and other instruments relating to the Non-assignable IP) in a manner as the Company will from time to time direct. To the extent that any moral right associated with Intellectual Property cannot be assigned under applicable law, Assignor waives and agrees not to enforce any and all moral rights, including, without limitation, any limitation on subsequent modification.

- 6. **Counterparts**. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 7. **Successors and Assigns**. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 8. **Governing Law**. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

Katana, LLC

By:

Name: Andreas Roell Title: Chairman Address for Notices:

225 Broadway, #400, San Diego, CA 92130

AGREED TO AND ACCEPTED:

Data Q, LLC

By:

Name: Andreas Roell

Title: CEO

Address for Notices:

225 Broadway, #400, San Diego, CA 92130

# SCHEDULE 1

# ASSIGNED PROPERTY

**Trademark Applications** 

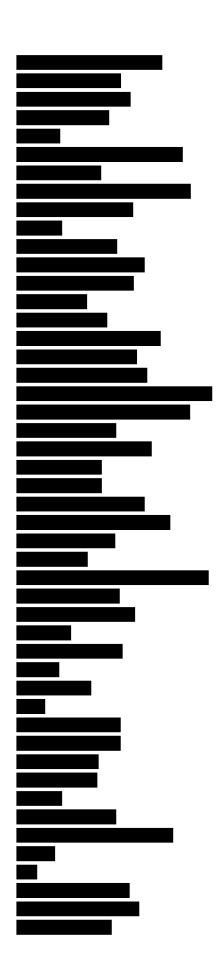
Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
d Data Q	Federal	Pending	88037016	July 13, 2018

# Other Property

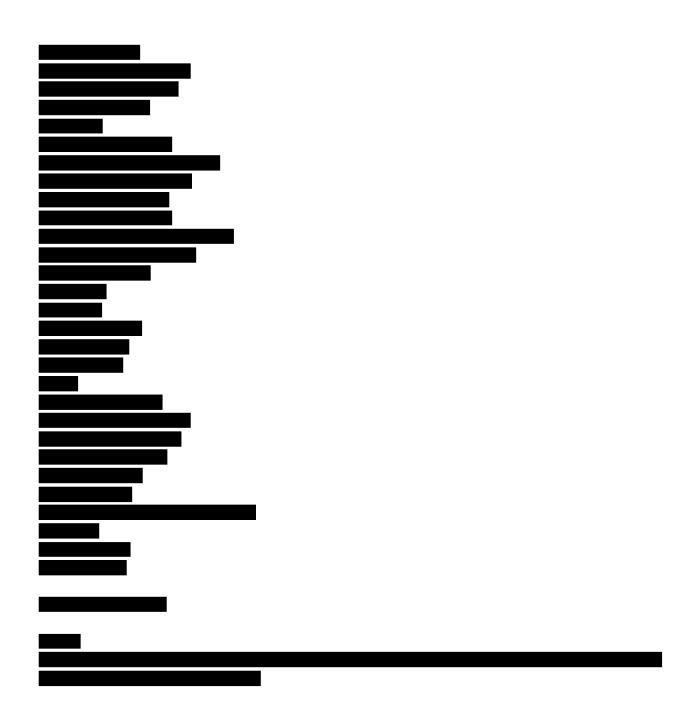
All intangible rights and intellectual property of the Company used in connection with the Business including, without limitation:



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4 of 5



**RECORDED: 10/15/2020**