

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amplero, Inc.		05/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Novantas, Inc.		
Street Address:	485 Lexington Avenue		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5632421	AI AT THE CORE. HUMANS AT THE HELM.	
Registration Number:	5632432	HIRE A MACHINE. DON'T BE ONE.	
Registration Number:	5632434	HUMANS WELCOME	
Registration Number:	5632433	THE MACHINE ON YOUR TEAM	
Registration Number:	4889118	AMPLERO	
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:	2124192587		
Email:	jcadogan@novantas.com		
Correspondent Name:	Janet P. Cadogan		
Address Line 1:	485 Lexington Ave.		
Address Line 2:	20th Fl.		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Janet P. Cadogan		
SIGNATURE:	/Janet P. Cadogan/		
DATE SIGNED:	10/23/2020		

OP \$140.00 5632421

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of May 1, 2020, by and between Amplero, Inc., a Delaware Corporation ("Seller") located at 1218 3rd Ave, Suite 900 Seattle, WA 98101, and Novantas, Inc., a Delaware Corporation ("Buyer") located at 485 Lexington Avenue, 20th Floor, New York, NY 10017, the purchaser of certain assets of Seller pursuant to an Intellectual Property and Asset Transfer Agreement between Buyer and Seller, dated as of May 1, 2020 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, free and clear of all liens and encumbrances, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademarks and trademark applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor (the "Assigned Trademarks");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all fees, income, royalties, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned

Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

Amplero, Inc.

DocuSigned by:
Jamie Miller

EDF82773E4684C3... Miller

Title: CEO

Address for Notices: WSGR 701 Fifth Avenue, Suite 5100, 9

Navantas, Inc.
DocuSigned by:

David G. Kayes

15EDAA5596AD415... tes

Title: CEO

Address for Notices:

485 Lexington Avenue, 20th Floor

New York, NY 10017

SCHEDULE A

TRADEMARK REGISTRATIONS & APPLICATIONS

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
AI AT THE CORE. HUMANS AT THE HELM.	US	5632421	12/18/18
HIRE A MACHINE. DON'T BE ONE.	US	5632432	12/18/18
HUMANS WELCOME	US	5632434	12/18/18
THE MACHINE ON YOUR TEAM	US	5632433	12/18/18
Amplero	US	4889118	1/19/16
Amplero	United Kingdom	1437842	2/20/19
Amplero	Switzerland	1437842	11/1/19
Amplero	Singapore	1437842	5/29/19
Amplero	Norway	1437842	11/29/19
Amplero	New Zealand	1437842	4/30/19
Amplero	Mexico	2140500, 2022735	10/30/18
Amplero	International Bureau (WIPO)	1437842	10/29/18
Amplero	European Union	1437842	5/13/19
Amplero	Australia	1437842	8/30/19

Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>
Amplero	Canada	1,927,715	10/29/18