

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610029

<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>
Theoris Group, Inc.		05/29/2020	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maetrics, LLC		
<b>Street Address:</b>	9000 Keystone Crossing, Suite 230		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46240		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3336597	MAETRICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3175924226		
<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>	3172365882		
<b>Email:</b>	ipdocket@icemiller.com, erica.clark@icemiller.com		
<b>Correspondent Name:</b>	Holiday W. Banta, Ice Miller LLP		
<b>Address Line 1:</b>	One American Square Suite 2900		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46282		
<b>NAME OF SUBMITTER:</b>	Holiday W. Banta		
<b>SIGNATURE:</b>	/Holiday W. Banta/		
<b>DATE SIGNED:</b>	11/20/2020		
<b>Total Attachments: 5</b>			
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source=Maetrics_Trademark_Assignment_Agreement#page3.tif			
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OP \$40.00 3336597

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "Trademark Assignment"), dated as of May 29, 2020, is made by THEORIS GROUP, INC. ("Assignor"), an Indiana corporation, in favor of MAETRICS, LLC, ("Assignee"), a Delaware limited liability company.

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept the Assigned Trademarks (as defined herein) for consideration of \$10.00;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on **SCHEDULE 0** hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

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

(c) any and all royalties, fees, income, 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, dilution, 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. Assignor hereby authorizes the Commissioner for Trademarks in 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 Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark 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 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.

4. 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.

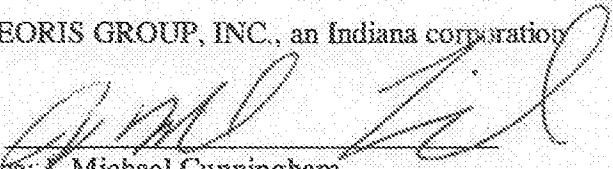
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance 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, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

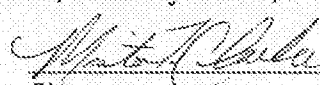
THEORIS GROUP, INC., an Indiana corporation

By:   
Name: Michael Cunningham  
Title: President and Chief Executive Officer

STATE OF IN )  
 ) SS:  
COUNTY OF Marion )

On this 29th day of May, 2020 personally appeared J. Michael Cunningham proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will. Subscribed to and sworn before me, a Notary Public, in and for the said County and State.

MARITA T CLARKE  
Notary Public  
SEAL  
Marion County, State of Indiana  
My Commission Expires June 15, 2021  
Commission No. 644271

  
Signature  
\_\_\_\_\_, Notary Public  
(Printed Name)


My Commission Expires: \_\_\_\_\_ County of Residence: \_\_\_\_\_

*Signature Page to  
Trademark Assignment Agreement*

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

ASSIGNEE:

MAETRICS, LLC, a Delaware limited liability company

By:   
Name: George J. Huntley  
Title: Chief Operating Officer and Chief Financial Officer

STATE OF IN )

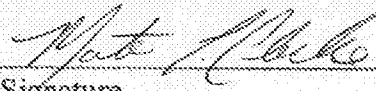
) SS:

COUNTY OF Marion )

On this 29th day of May, 2020 personally appeared George J. Huntley, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will. Subscribed to and sworn before me, a Notary Public, in and for the said County and State.

MARITA T CLARKE  
Notary Public  
SEAL

Marion County, State of Indiana  
My Commission Expires June 15, 2021  
Commission No. 644271

  
Signature

\_\_\_\_\_, Notary Public  
(Printed Name)

My Commission Expires: \_\_\_\_\_ County of Residence: \_\_\_\_\_

*Signature Page to  
Trademark Assignment Agreement*

## SCHEDULE 1

### Assigned Trademarks

<b>Registered Trademark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>
MAETRICS	International – South Korea	1175208
MAETRICS*	International – Switzerland	1175208
MAETRICS	International – Turkey	1175208
MAETRICS	International – Israel	1175208 (International) 259344 (Israel)
MAETRICS	Malaysia	2013011809
MAETRICS	Saudi Arabia	1434000513
MAETRICS	South Africa	2013/22978
MAETRICS	Taiwan	01671753
MAETRICS	Thailand	Bor66646
MAETRICS	United Arab Emirates	Application No. 196736 <sup>1</sup>
MAETRICS	Brazil	840667426
MAETRICS	United States	3,336,597
MAETRICS	Hong Kong	302710872
MAETRICS	International – Egypt	1175208
MAETRICS	International	1175208
MAETRICS	International – Australia	1175208
MAETRICS*	International – EU	1175208
MAETRICS	International – Japan	1175208
MAETRICS	International – Mexico	1175208 (International) 1614906 (Mexico)
MAETRICS	International – Russia	1175208
MAETRICS	Singapore	1175208 (International) T1315732C (Singapore)
MAETRICS*	China	1175208
MAETRICS	India	1175208
MAETRICS	South Korea	1175208

<sup>1</sup> Registration complete; no registration number provided.