

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM624485

<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>
Dinova, Inc.		02/02/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Defense Human Resources Activity		
<b>Street Address:</b>	4800 Mark Center Drive		
<b>City:</b>	Alexandria		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22350		
<b>Entity Type:</b>	Agency Of The United States Government: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6079037	DINE SMART	
<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>	4044018017		
<b>Email:</b>	mebpatrick@icloud.com		
<b>Correspondent Name:</b>	Marguerite E. Patrick		
<b>Address Line 1:</b>	2161 Virginia Place, NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>NAME OF SUBMITTER:</b>	Marguerite E. Patrick		
<b>SIGNATURE:</b>	/Marguerite E. Patrick/		
<b>DATE SIGNED:</b>	02/04/2021		
<b>Total Attachments: 2</b>			
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source=2021.01.29 trademark-assignment-agreement.DHRA (002) - signed#page2.tif			

OP \$40.00 6079037

# TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 2nd day of February, 2021 (the "Effective Date") by and between:

**Assignor:** Dinova, Inc. (the "Assignor"), a corporation incorporated under the laws of the State of Delaware located at 6455 E Johns Crossing Ste. 220, Johns Creek, GA 30097-1556.

**Assignee:** Defense Human Resources Activity (the "Assignee"), a Field Activity of the United States Department of Defense, an agency of the Federal Government located at 4800 Mark Center Drive, Alexandria, Virginia 22350.

- 1. Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows: Mark Name: Dine Smart  
US Serial Number: 88686018 Registration Number: 6079037  
Date of Application or Registration: June 16, 2020
- 2. Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, interest, and goodwill in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. After the Effective Date, Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
- 3. Consideration.** In consideration for assignment of the Mark, Assignee shall forebear any potential contractual remedies under Contract H98210-18-C-0003 for Assignor's having registered the Mark.
- 4. Execution and Delivery.** Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.

5. **Representations and Warranties.** Assignor represents and warrants to the Assignee that the Assignor is the legal and rightful owner of the Mark, has good and marketable title to and full legal right and authority to sell and transfer the same and that the Mark is free of all liens, claims, and formal, written encumbrances. Within two business days after execution of this assignment, Assignor will file it with the United States Patent and Trademark Office. Furthermore, within five business days of the execution of this Assignment, Assignor will disclose to Assignee any known unauthorized uses of the Mark of which Assignor is aware, including the user's identity and purpose of its use. Within 15 days of such notice, Assignor and Assignee will use their best efforts to develop an agreement establishing the authorities, parameters and requirements for such ongoing use(s). During said 15-day period, Assignee agrees not to pursue any claim against the third-party whose informal use of the Mark predates this Assignment.
  
6. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee related to the Mark and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty related to the Mark.
  
7. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing
  
8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
  
9. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Assignor

By: *Verome M. Johnston*  
 Name: Verome M. Johnston  
 Title: CFO

Assignee

By: NEELY.RALPH.MICHEL.1088757440  
Digitally signed by NEELY.RALPH.MICHEL.1088757440  
 Date: 2021.01.29 13:44:55 -05'00'  
 Name: Ralph Neely  
 Title: Contracting Officer, DHRA