

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637634

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/01/2021
RESUBMIT DOCUMENT ID:	900601443

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PhotoLynx, Inc.		03/01/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	PhotoLynx, LLC
Street Address:	1308 Main Street, Suite 201
City:	Ramona
State/Country:	CALIFORNIA
Postal Code:	92065
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4129778	QUIXI

CORRESPONDENCE DATA

Fax Number: 3032912400
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: 3032912300
Email: pctrademarks@perkinscoie.com
Correspondent Name: Sabrina J. Danielson
Address Line 1: 1900 16th Street, Suite 1400
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	140017-4013.US01
NAME OF SUBMITTER:	Sabrina J. Danielson
SIGNATURE:	/Sabrina J. Danielson/
DATE SIGNED:	04/07/2021

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), effective as of March 1, 2021 (“Effective Day”), is made by and between PhotoLynx, Inc., a California corporation, with an address at 1308 Main Street, Suite 201, Ramona, California 92065 (“Assignor”) and PhotoLynx, LLC, a Delaware limited liability company, with an address at 1308 Main Street, Suite 201, Ramona, California 92065 (“Assignee”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, Transition Services Agreement, and Option Exercise Letter, pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire certain assets, including the trademark as set forth in **Schedule A**, on the terms and conditions set forth in the Asset Purchase Agreement, Transition Services Agreement, and Option Exercise Letter;

WHEREAS, Assignor owns all rights, title, and interest in and to the trademark as set forth in **Schedule A** attached hereto and incorporated herewith and all corresponding common law rights appurtenant thereto, as well as all registrations, pending applications, and all other filings for the trademark, the goodwill of the business associated with and symbolized by the trademark, and the portion of the business associated therewith (hereinafter collectively referred to as the “**Trademark**”);

WHEREAS, Assignee desires to purchase, acquire and accept Assignor’s rights, title, and interest in and to the Trademark, all registrations, pending applications, and all other filings for the Trademark, the corresponding goodwill of the business associated with and symbolized by the Trademark, all common law rights appurtenant thereto, and the portion of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer, to Assignee all worldwide rights, title, and interest in and to the Trademark identified in Schedule A, including all registrations, pending applications, and all other filings of any of the foregoing, all renewals of any of the foregoing, the goodwill of the business associated with and symbolized by the Trademark, the portion of the business associated exclusively therewith, all common law rights appurtenant thereto, and the right to claim priority rights deriving from any of the foregoing, and the right to sue for, recover damages and profits for, and settle and release past, present, and future infringement of any of the foregoing.

2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the Trademark to any third party.

3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly

authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.

5. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

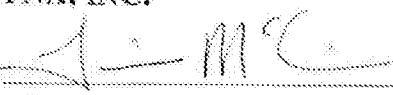
This Assignment is expressly made NUNC PRO TUNC, with this Assignment to have the same legal force and effect as if executed on the Effective Date.

(Signature Page Follows)

The parties are signing this Trademark Assignment effective as of the date indicated above.

ASSIGNOR

PHOTOLYNX, INC.

Signature: 


Name: Timothy McCain

Title: President

Date: March 1, 2021

ASSIGNEE

PHOTOLYNX, LLC

Signature: 

Name: Rich Scanlon

Title: CEO

Date: 3/2/2021

SCHEDULE A

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Goods and Services
QUIXI	USA	App 85298615	App 19-APR-2011	Reg 4129778	Reg 17-APR-2012	INT. CL. 9 COMPUTER SOFTWARE FOR USE IN PHOTOGRAPHY, ALLOWING OPTICAL EMBEDDING AND SUBSEQUENT RETRIEVAL OF SUBJECT INFORMATION