

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650567

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Circle Graphics, Inc.		05/03/2021	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CG Visual Solutions Holdings Corporation
<b>Street Address:</b>	120 Ninth Avenue
<b>City:</b>	Longmont
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80501
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4931037	ECO FLEXX
<b>Registration Number:</b>	3545305	ECO-POSTER
<b>Registration Number:</b>	6265996	ECO FLEXX

**CORRESPONDENCE DATA**

Fax Number: 2027568087

*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: 202-756-8000

Email: ipdocketmwe@mwe.com, eatkins@mwe.com, kdelcoure@mwe.com

Correspondent Name: Eleanor B. Atkins

Address Line 1: McDermott Will &amp; Emery LLP

Address Line 2: 500 North Capitol Street, NW

Address Line 4: Washington, D.C. 20001-1531

<b>NAME OF SUBMITTER:</b>	Eleanor B. Atkins
<b>SIGNATURE:</b>	/Eleanor B. Atkins/
<b>DATE SIGNED:</b>	05/29/2021

**Total Attachments: 5**

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## TRADEMARK AND PATENT ASSIGNMENT AGREEMENT

This Trademark and Patent Assignment Agreement (this “Assignment”), effective as of May 3, 2021 (the “Effective Date”), is made by and between Circle Graphics, Inc., a Delaware corporation (the “Assignor”), and CG Visual Solutions Holdings Corporation, a Delaware corporation, with an address of 120 Ninth Avenue, Longmont, CO 80501 (the “Assignee”).

### RECITALS

A. Assignor is the owner of (a) the trademarks set forth hereto on Schedule A, together with the goodwill of the business associated therewith (collectively referred to as the “Marks”), and (b) the patents set forth hereto on Schedule B (collectively referred to as the “Patents”);

B. Assignor and Assignee are both parties to a certain Contribution and Exchange Agreement, dated May 3, 2021, pursuant to which Assignor agreed to contribute, transfer, assign, and deliver to Assignee all of its right, title, and interest in and to certain assets, including the Marks and the Patents; and

C. Assignor has agreed to transfer to the Assignee, and Assignee has agreed to acquire from Assignor, all right, title and interest in and to the Patents and Marks and related rights, together with the goodwill connected with the use of and symbolized by such Marks.

### AGREEMENT

For the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee, its successors and permitted assigns, all of Assignor’s right, title and interest, in and to the Marks, and all of the goodwill associated with the Marks, together with that portion of Assignor’s business that is ongoing and existing to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Assignor hereby assigns, transfers, and conveys to Assignee, its successors and permitted assigns, all of Assignor’s right, title and interest, in and to the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions, and foreign patents and patent applications related thereto, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term for which the said Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made,

together with all claims for past and future damages by reason of infringement of the same, with the right to sue for past and future damages.

3. Assignor hereby requests the relevant authority responsible for the recordation of assignments in intellectual property in any applicable jurisdiction in the world (including, without limitation, the United States Patent and Trademark Office), to take all necessary actions to record and otherwise perfect this Assignment and the transactions described hereunder.

4. Upon reasonable request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Marks and the Patents in Assignee, or which may be necessary to obtain, renew, issue or enforce the Marks or the Patents.

5. This Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute the same instrument.

6. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware.

7. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

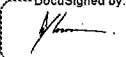
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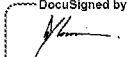
ASSIGNOR:

ASSIGNEE:

CIRCLE GRAPHICS, INC.

CG VISUAL SOLUTIONS  
HOLDINGS CORPORATION

By:   
Name: Andrew J. Cousin  
Title: Chief Executive Officer

By:   
Name: Andrew J. Cousin  
Title: Chief Executive Officer

**SCHEDULE A**

**TRADEMARKS**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>App.No. / Reg. No.</u>	<u>Status / Key Dates</u>	<u>Class(es)</u>	<u>Owner</u>
ECO FLEXX	US	4931037	Registered (Declaration due April 5, 2022)	17	Circle Graphics, Inc.
ECO- POSTER	US	3545305	Registered (Renewal due December 11, 2028)	24	Circle Graphics, Inc.
ECO FLEXX	US	6265996	Registered (Declaration due February 9, 2026)	1, 17	Circle Graphics, Inc.

**SCHEDULE B**

**PATENTS**

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Owner</u>
BULLETIN WITH PERIPHERAL STRENGTHENING, BILLBOARD ASSEMBLY UTILIZING SAME AND METHOD OF FORMING BULLETIN AND MOUNTING TO BILLBOARD STRUCTURE	8,695,251	4/15/2014	12/703,737	2/10/2010	Circle Graphics, Inc.