

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653146

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900612924		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOXX Technologies, LLC		04/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cirrascale Cloud Holdings, Inc.		
Street Address:	5775 Kearny Villa Road		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92123		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4161766	CIRRASCALE	
Registration Number:	5669826	CIRRASCALE	
Registration Number:	4258134	CIRRASCALE	
Registration Number:	5669825	CIRRASCALE	
Serial Number:	90534000	GRAPHCLOUD	
CORRESPONDENCE DATA			
Fax Number:	2149536899		
<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:	214.953.6500		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Cecily Porterfield, Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 900		
Address Line 4:	Dallas, TEXAS 75201-2900		
ATTORNEY DOCKET NUMBER:	065797.0102		
NAME OF SUBMITTER:	Cecily Porterfield		
SIGNATURE:	/Cecily Porterfield/		

DATE SIGNED:	06/10/2021
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “Assignment”) is entered into as of April 21, 2021, by and among CCP Boxx Operations, LLC, a Texas limited liability company (“Seller”), BOXX Technologies, LLC, a Delaware limited liability company (“Assignor”), Cirrascale Cloud Services, LLC, a Texas limited liability company (the “Company”) and Cirrascale Cloud Holdings, Inc., a Delaware corporation (the “Buyer”), with reference to the following facts:

RECITALS

- A. Seller and Buyer are the sole members of the Company.
- B. Seller and Buyer have entered into an Membership Interest Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), pursuant to which Holdings is purchasing membership interests of the Company from CCP Boxx on the terms set forth therein (the “Transaction”) (capitalized terms utilized herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement).
- C. Assignor is an Affiliate of Seller.
- D. Assignor owns those certain trademarks in the marks described in Exhibit A, attached hereto (the “Trademarks”).
- E. As a condition to Buyer’s willingness to enter into the Transaction, Assignor and Seller have agreed to assign, contribute and convey to the Company all of Assignor’s and/or Seller’s right, title and interest in and with respect to the Trademarks.

AGREEMENT

In consideration of the Transaction, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Seller, intending to be legally bound, each hereby covenants and agrees as follows:

1. **Assignment.** Assignor and Seller each hereby assigns, transfers, conveys and delivers to the Company, and its successors and assigns, effective as of the date first referred above, all right, title, and interest of Assignor and/or Seller in and to the Trademarks, including but not limited to any and all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Trademarks held by Assignor and/or Seller, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Trademarks (together with the right to sue or otherwise recover and receive all damages, payments, costs and fees associated therewith) held by Assignor and/or Seller, including the following, to the extent each of the following is owned or licensed by Assignor and/or Seller and relates to the Trademarks as of the date hereof, in each case free and clear of any Encumbrances:

- (a) All trademarks, trade names, service marks, service names, logos, and brand names related to the Trademarks;

(b) Any and all other rights, privileges and priorities of Assignor and/or Seller provided under United States, state or foreign law with respect to the Trademarks, including common law rights, trade dress rights, rights under the laws of unfair competition and dilution, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (collectively, the “Trademark Related Rights”);

(c) Any and all rights in and to obtain registrations, renewals, or other legal protections pertaining to the Trademarks and Trademark Related Rights; and

(d) Any and all other proprietary rights including but not limited to publicity rights and all copies and tangible embodiments of the Trademarks and/or Trademark Related Rights.

2. **Further Actions.** Assignor and Company each shall, from time to time, promptly at the reasonable request of Buyer or Company, and without further consideration, execute and deliver such instruments of transfer, conveyance, registration and assignment in addition to those delivered, and take such other actions, as may be reasonably necessary to assign, transfer, convey and vest in the Company, and to put Company in possession of, both beneficially and of record, of the Trademarks and/or Trademark Related Rights, and/or to further evidence, reflect or give effect to the intentions of the parties pursuant to this Assignment.

3. **Miscellaneous.**

(a) **Captions.** The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Assignment, which shall be considered as a whole

(b) **Governing Law.** This Assignment will be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflicting provision or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

(c) **Execution.** This Assignment may be executed and delivered by PDF or other electronic transmission with the same force and effect as an ink signed document. This Assignment may be executed and delivered by each of the parties hereto in one or more counterparts, all of which taken together shall constitute one and the same instrument.

4. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may assign this Assignment or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties hereto; provided, however, that Company may assign any of its rights or obligations under this Assignment to any person or entity.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered on the date first written above.

CCP BOXX OPERATIONS, LLC, a Texas limited liability company

By: [Signature]
Print Name: Will Walters
Title: Manager

BOXX TECHNOLOGIES, LLC, a Delaware limited liability company

By: [Signature]
Print Name: RICK KRAUSE
Title: PRESIDENT + CEO

CIRRASCALE CLOUD SERVICES, LLC, a Texas limited liability company

By: _____
Print Name: _____
Title: _____

CIRASCALLE CLOUD HOLDINGS, INC., a Delaware corporation

By: _____
Print Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered on the date first written above.

CCP BOXX OPERATIONS, LLC, a Texas limited liability company

By: _____
Print Name: _____
Title: _____

BOXX TECHNOLOGIES, LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

CIRRASCALE CLOUD SERVICES, LLC, a Texas limited liability company

By: *Paul Jonathan E. Go*
Print Name: PAUL JONATHAN E. GO
Title: CEO

CIRASCALE CLOUD HOLDINGS, INC., a Delaware corporation

By: *David Driggers*
Print Name: DAVID DRIGGERS
Title: CEO

EXHIBIT A
TRADEMARKS

Trademarks, Applications and Registrations

Mark	Country	App/Reg. No.	Reg. Date
CIRRASCALE	United States	4161766	June 19, 2012
CIRRASCALE	United States	5669826	February 5, 2019
CIRRASCALE & Design	United States	4258134	December 11, 2012
CIRRASCALE	United States	5669825	February 5, 2019

Trademark Application:

Mark: Graphcloud

Country: USA

App/Reg No: 90534000 filed 2021-02-18

Reg. Date: N/N

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

4151-2901-3549.1

RECORDED: 04/28/2021

TRADEMARK
REEL: 007322 FRAME: 0200