

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656985

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| INTERMEDIX CORPORATION | | 06/30/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | THE OPTIMA CORPORATION LIMITED | | |
| Street Address: | The City Works Depot, 77 Cook Street Shed 7 | | |
| City: | Auckland CBD, Auckland | | |
| State/Country: | NEW ZEALAND | | |
| Postal Code: | 1010 | | |
| Entity Type: | Company: NEW ZEALAND | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5250916 | OPTIMA LIVE | |
| Registration Number: | 5202586 | OPTIMA LIVE | |
| Registration Number: | 5275848 | OPTIMA PREDICT | |
| Registration Number: | 5207159 | OPTIMA PREDICT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2022634312 | | |
| <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: | 2029732612 | | |
| Email: | swoldow@sgrlaw.com | | |
| Correspondent Name: | Scott D. Woldow | | |
| Address Line 1: | 1055 Thomas Jefferson Street, NW | | |
| Address Line 2: | Suite 400 | | |
| Address Line 4: | Washington, D.C. 20007 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Scott D. Woldow | | |
| Address Line 1: | 1055 Thomas Jefferson Street, NW | | |
| Address Line 2: | Suite 400 | | |
| Address Line 4: | Washington, D.C. 20007 | | |

OP \$115.00 5250916

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|---|--|
| NAME OF SUBMITTER: | Anca M. Marcu, Associate Attorney at SGR |
| SIGNATURE: | /Anca Marcu/ |
| DATE SIGNED: | 06/30/2021 |
| Total Attachments: 2 source=INTERMEDIX - OPTIMA - TM Assignment Agreement - Executed#page1.tif source=INTERMEDIX - OPTIMA - TM Assignment Agreement - Executed#page2.tif | |

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is entered into as of the last date of signature below (the “Effective Date”) by and between **INTERMEDIX CORPORATION**, a corporation legally organized under the laws of the state of Delaware, with its principal place of business at 401 N. Michigan Avenue, Chicago, Illinois, 60611, United States of America (“Assignor”); and **THE OPTIMA CORPORATION LIMITED**, a company legally organized under the laws of New Zealand, with its principal place of business at The City Works Depot, 77 Cook Street Shed 7, Auckland 1010, New Zealand (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks identified below:

- OPTIMA LIVE, Registration No. 5250916;
- OPTIMA LIVE, Registration No. 5202586;
- OPTIMA PREDICT, Registration No. 5275848;
- OPTIMA PREDICT, Registration No. 5207159 (“OPTIMA Marks”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the OPTIMA Marks;

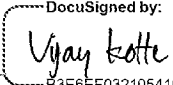
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as set forth below.

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title, and interest in and to the OPTIMA Marks, together with the goodwill of the business associated with and symbolized by the OPTIMA Marks.
2. Assignor also hereby assigns, transfers and conveys to Assignee all claims for damages for reason of past infringement of the OPTIMA Marks, as well as the right to sue for and collect same for its own use and enjoyment.
3. Assignor authorizes the empowered officials of the United States Patent and Trademark Office to record the transfer of the registration for the OPTIMA Marks.
4. This Agreement may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.
5. This Agreement and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.
6. The parties agree to execute any other documents and to take any other actions as necessary to effectuate the terms of this Agreement.

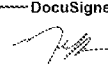
7. In the event any provision of this Agreement is deemed invalid, the remaining valid portions of the Agreement shall remain unaffected and the Agreement shall be enforced so as to best carry out its intent and purpose.

IN WITNESS WHEREOF, the parties have each executed or caused to be executed this Agreement below by their duly authorized representatives.

INTERMEDIX CORPORATION (Assignor)

DocuSigned by:

B3E6EF032105416...
Name: Vijay Kotte
Title: Executive Vice President
Date: June 30, 2021

THE OPTIMA CORPORATION LIMITED (Assignee)

DocuSigned by:

413173E0D564431...
Name: Michael Sean Radcliffe
Title: Secretary
Date: June 30, 2021