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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM663764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CYBERINC CORPORATION		04/28/2021	Corporation:

RECEIVING PARTY DATA

Name:	AURIONPRO FINTECH INC.		
Street Address:	400 Executive Parkway		
Internal Address:	Suite 250		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4267164	AURIONPRO
Registration Number:	4267165	AURIONPRO SENA
Registration Number:	5887956	CYBERINC AN AURIONPRO COMPANY
Registration Number:	4685292	SPIKES
Registration Number:	4785981	SPIKES SECURITY
Registration Number:	4952323	SPIKES SECURITY

CORRESPONDENCE DATA

Fax Number:

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: 6503520514

Email: SVtmdocket@reedsmith.com

Correspondent Name: Jason E. Garcia
Address Line 1: P.O. BOX 488

Address Line 4: PITTSBURGH, PENNSYLVANIA 15230

NAME OF SUBMITTER:	Katherine M. Geldmacher
SIGNATURE:	/Katherine M. Geldmacher/
DATE SIGNED:	07/30/2021

TRADEMARK REEL: 007371 FRAME: 0023

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Total Attachments: 4

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> TRADEMARK REEL: 007371 FRAME: 0024

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("the Agreement") is made and effective as of April 28, 2021, by and between CYBERINC CORPORATION, a Delaware corporation ("Assignor"), to AURIONPRO FINTECH INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted, owns, uses or intends to use the respective registered trademarks set forth in <u>Attachment 1</u> of this Agreement (collectively, the "Marks"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of Assignor's right, title, and interest in and to the Marks and associated goodwill, and Assignee desires to accept all of Assignor's right, title and interest in and to the Marks and the associated goodwill.

Now, Therefore, for and in consideration of the sum of One Dollar (\$1.00) now paid by the Assignee to the Assignor, and other good and valuable consideration, the receipt of which is hereby acknowledged:

- 1. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee and its successors and assigns all right, title and interest in and to the Marks, including all common law rights in same, in the United States of America and all other countries and jurisdictions of the world, together with all goodwill associated with the Marks and/or of the business symbolized by or related to the Marks, and all proprietary and intellectual property rights subsisting in the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Marks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.
- 2. Assignor hereby assigns to Assignee all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks, including in and under all causes of action (in law or in equity), claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Assignee's own name.
- 3. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of California.
- 4. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may commercially reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be commercially reasonably required to effect the terms of this Agreement.
- 5. Assignor shall, at the cost and expense of Assignee, reasonably cooperate in any actions necessary for Assignee to prosecute, renew or register its rights, title and interests in and

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to the Marks, including United States and foreign registrations, and reasonably cooperate in any actions brought to enforce the rights accompanying this Agreement against third parties.

6. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Agreement may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment, effective as of the day and year indicated above.

ASSIGNOR:	ASSIGNEE:
CYBERINC CORPORATION	AURIONPRO FINTECH INC.
By:	By:
Print Name: Samir Shah	Print Name: Nirav Shah
Title: CEO	Title: Secretary

ATTACHMENT 1

Trademark	Status	Country	Reg. No.	Reg. Date	App. No.	App. Date
AURIONPRO	REGISTERED	INDIA	1612819	7/20/2017	2640594	12/10/2013
AURIONPRO	REGISTERED	UNITED STATES	4,267,164	1/1/2013	85/537,865	2/9/2012
AURIONPRO SENA	REG/ALLOW LAPSE	UNITED STATES	4,267,165	1/1/2013	85/537,877	2/9/2012
(Ĉyberinc	REGISTERED	UNITED STATES	5,887,956	10/22/2019	87/370,891	3/14/2017
(Ĉyberinc	REGISTERED	WIPO	1351092	4/5/2017	A0066141	4/5/2017
(Cyberinc	REGISTERED	AUSTRALIA	1351092	4/5/2017	1853636	4/5/2017
(Cyberinc	REGISTERED	EUROPEAN UNION (EUTM & RCD)	1351092	4/5/2017	1351092	4/5/2017
(Cyberinc	REGISTERED	UNITED KINGDOM	1351092	9/5/2017	1351092	4/5/2017
se kes	REG/ALLOW LAPSE	UNITED STATES	4,685,292	2/10/2015	85/874,372	3/12/2013
SPIKES SECURITY	REGISTERED	UNITED STATES	4,785,981	8/4/2015	86/542,222	2/22/2015

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SPI(=5)	REGISTERED	UNITED STATES	4,952,323	5/3/2016	86/471,773	12/4/2014
(Cyberinc	REGISTERED	UNITED KINGDOM	UK00801351092	11/28/2017	UK00801351092	4/5/2017
AURIONPRO SENA	REG/ALLOW LAPSE	EUROPEAN UNION (EUTM & RCD)	010637239	7/3/2012	010637239	2/13/2012
AURIONPRO SENA	REGISTERED	UNITED KINGDOM	UK00910637239	7/3/2012	UK00910637239	2/13/2012
AURIONPRO	REG/ALLOW LAPSE	EUROPEAN UNION (EUTM & RCD)	010637189	8/7/2012	010637189	2/13/2012
AURIONPRO	REGISTERED	UNITED KINGDOM	UK00910637189	8/3/2012	UK00910637189	2/13/2012

RECORDED: 07/30/2021