

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM664562

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DaRK Capital, Inc.		07/15/2021	Corporation: WASHINGTON
Imprezzio, Inc.		07/15/2021	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FlashParking, Inc.		
<b>Street Address:</b>	3801 S Capital of Texas Hwy Ste 250		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78704-6641		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85267195	OMNI PARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7137581105		
<b>Email:</b>	iptldocket@velaw.com		
<b>Correspondent Name:</b>	W. Scott Brown		
<b>Address Line 1:</b>	1001 Fannin Street, Suite 2500		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>NAME OF SUBMITTER:</b>	W. Scott Brown		
<b>SIGNATURE:</b>	/wsb/		
<b>DATE SIGNED:</b>	08/03/2021		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Agreement**”), is entered into as of July 15, 2021, by and between (i) DaRK Capital, Inc., a Washington corporation (“**DCI**”), and Imprezzio, Inc., a Washington corporation (“**Holdings**”, and collectively, “**Assignors**”) and (ii) FlashParking, Inc., a Delaware corporation (“**Assignee**” and, together with Assignors, the “**Parties**” and, each, a “**Party**”).

WHEREAS, DCI, Holdings, Assignee, and certain direct and indirect subsidiaries of DCI and Holdings are party to that certain Securities and Asset Purchase Agreement entered into as of even date herewith (the “**Purchase Agreement**”) pursuant to which Assignors have agreed to assign to Assignee all DCI Intellectual Property (as defined in the Purchase Agreement); and

WHEREAS, the Assignors and Assignee desire to ensure that the Assignee is the sole owner of all right, title and interest in, to and under all DCI Intellectual Property.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement but not defined herein have the meaning given to them in the Purchase Agreement.

2. Assignment. Each Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of such Assignor’s worldwide rights, title and interest and benefit in and to the DCI Intellectual Property, including without limitation those items set forth on Schedule 1, together with all rights of action, both at law and in equity with respect thereto, including without limitation all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of such DCI Intellectual Property, including without limitation the goodwill of the businesses connected to the use of any of such DCI Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by such Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

3. Warranties. Each Party represents, warrants, and covenants to the other Party that: (i) such Party has the full power, authority and legal right to enter into and perform this Agreement; and (ii) this Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

4. Recordation. Each Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, and any other Governmental Authority to record the Assignee as owner of the patents, trademarks, domain names, and any other registered Intellectual Property included within the DCI Intellectual Property and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

5. Cooperation. Each Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including, but not limited to, information relating to use or non-use, enforceability, or infringement of the DCI Intellectual Property) known to it with respect to the DCI Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use its reasonable best efforts at the request and expense of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for such DCI Intellectual Property and in enjoying the full benefits thereof. Each Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of the Assignor to act as the Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause the Assignor to perform any of its obligations set forth in this Agreement.

*(Signature page follows)*

IN WITNESS WHEREOF, the Assignors and the Assignee have executed this Agreement as of the day and year first above written.


**DARK CAPITAL, INC.**

By: 

Name: DAVE TALARICO

Title: PRESIDENT

**IMPREZZIO, INC.**

By: 

Name: DAVE Talarico

Title: PRESIDENT

**FLASHPARKING, INC.**

By: \_\_\_\_\_

Name: Dan Sharplin

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Assignors and the Assignee have executed this Agreement as of the day and year first above written.

**DARK CAPITAL, INC.**

By: \_\_\_\_\_

Name:

Title:

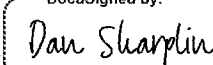
**IMPREZZIO, INC.**

By: \_\_\_\_\_

Name:

Title:

**FLASHPARKING, INC.**

By:  \_\_\_\_\_  
DocuSigned by: E2D279BF2BB8478...

Name: Dan Sharplin

Title: Chief Executive Officer

## **Schedule 1**

### **Specified Intellectual Property**

Each of the following, to the extent not owned by OmniPark, Inc.:

1. OmniPark US trademark serial number 85267195
2. OmniPark Data Dictionaries (copyright 2021)
3. The following domain names:
  - a. appealmynotice.com
  - b. appealmynotice.net
  - c. c2park.com
  - d. calltopark.com
  - e. malltrak.net
  - f. myomnipark.com
  - g. myomnipark.net
  - h. myomnipark.org
  - i. myparknow.com
  - j. myparknow.net
  - k. omnipark.biz
  - l. omnipark.cloud
  - m. omnipark.com
  - n. omnipark.info
  - o. omnipark.mobi
  - p. omnipark.org
  - q. omnipark.us
  - r. omniparkonline.com
  - s. oprk.net
  - t. opsetup.com
  - u. parkandtext.com
  - v. parkbysoundtransit.com
  - w. parkbytransit.com
  - x. parkbytransit.net
  - y. parkbytransit.org
  - z. parkinginthecloud.com
  - aa. parkingnotice.com
  - bb. parkingnotice.net
  - cc. parkntext.com
  - dd. parktrak.com
  - ee. parktrak.net
  - ff. parktraklpi.com
  - gg. paymynotice.com
  - hh. paymynotice.net

- ii. permitparking.com
  - jj. permitparking.mobi
  - kk. permitparking.net
  - ll. permitparking.org
  - mm. permitpoint.ca
  - nn. permitpoint.com
  - oo. soundtransitparking.com
  - pp. spotcatcher.com
  - qq. tranzgate.net
4. All “Intellectual Property” as defined in the Company-Holdings License Agreement (August 14, 2013), including, without limitation, the “IP Assets” and “Licensed Products” set forth on Exhibit A thereto.