

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cirris Systems Corporation		08/27/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Cirris, Inc.		
Street Address:	401 N. 5600 W.		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84116		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1565580	CIRRIS	
Registration Number:	2554730	EASY- WIRE	
Registration Number:	3869951	PIN-SIGHT	
Registration Number:	6031982	EASY-WIRE	
Registration Number:	6026720	EASY-TOUCH	
Registration Number:	6026721	SMART-LIGHTS	
Serial Number:	88887186	CIRRIS	
Serial Number:	88786283	SMART-TEST	
CORRESPONDENCE DATA			
Fax Number:	8015660750		
<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:	801-566-6633		
Email:	docket@tnw.com, cause@tnw.com		
Correspondent Name:	Christopher L. Johnson		
Address Line 1:	8180 S 700 E, Suite 350		
Address Line 4:	Sandy, UTAH 84070		
NAME OF SUBMITTER:	Christopher L. Johnson		
SIGNATURE:	/Christopher L. Johnson/		

OP \$215.00 1565580

DATE SIGNED:	10/04/2021
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Total Attachments: 6
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of September 1, 2020, is made by Cirris Systems Corporation (“**Seller**”), a Utah corporation, in favor of Cirris, Inc. (“**Buyer**”), a Utah corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of June 30, 2020 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):
 - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);
 - (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable foreign jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

CIRRIS SYSTEMS CORPORATION

By: *Craig Taylor*
Name: Craig Taylor
Title: President & CEO
Address for Notices:

Cirris Systems Corporation
c/o Fiduciary Services, Inc.
369-B Third Street # 543
San Rafael, CA 94901-3581
Facsimile: (415) 276-1736
E-mail: dreser@fiservinc.com
Attention: Daniel M. Reser

ACKNOWLEDGMENT

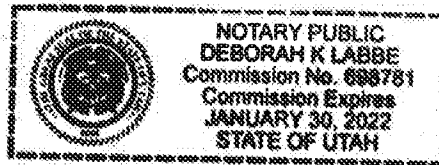
STATE OF UTAH)
)SS.
COUNTY OF SALT LAKE)

On the 27th day of August, 2020, before me personally appeared Craig Taylor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President & CEO of Cirris Systems Corporation, the corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of Cirris Systems Corporation for the uses and purposes mentioned in the instrument.

Deborah K. Labbe

Notary Public
Printed Name: Deborah K. Labbe

My Commission Expires:
Jan 30 2022



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Apparatus for Electrical Pin Installation and Retention Confirmation	US	8601675	December 10, 2013
Apparatus for Electrical Pin Installation and Retention Confirmation	US	8099857	January 24, 2012
Smart Module and Adapter Apparatus	US	6718284	April 6, 2004

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
N/A	N/A	N/A	N/A

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
CIRRIS	US	1565580	November 14, 1988
	Germany	1153748	February 7, 1990
	France	1501905	December 6, 1988
	Taiwan	489354	July 1, 1990
	Canada	378308	January 18, 1991
EASY-WIRE Mark	US	2554730	April 2, 2002
PIN-SIGHT	US	3869951	November 2, 2010
SIGNATURE (Class 049)	Taiwan	493452	July 1, 1990
SIGNATURE (Class 071)	Taiwan	489355	July 1, 1990
SIGNATURE	Canada	377976	January 11, 1991
EASY-WIRE	US	6031982	April 14, 2020
	Switzerland	743805	March 4, 2020
	EU	018124389	January 17, 2020
	Mexico	2072638	January 13, 2020
EASY-TOUCH	US	6026720	April 7, 2020
	Switzerland	743054	February 18, 2020
	EU	018125195	January 17, 2020
SMART-LIGHTS	US	6026721	April 7, 2020
	Switzerland	745907	April 22, 2020
	EU	018125198	January 17, 2020

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
CIRRIS (Class 9, 42)	US	Pending	88/887186	April 24, 2020
SMART-TEST	US	Pending	88/786283	February 5, 2020

EASY-WIRE (word mark)	Canada	Pending	1985052	September 13, 2019
EASY-WIRE (word mark)	China	Pending	41043429	September 16, 2019
EASY-TOUCH (word mark)	Canada	Pending	1985053	September 13, 2019
EASY-TOUCH (word mark)	China	Pending	41043431	September 16, 2019
EASY-TOUCH (word mark)	Mexico	Pending	2261471	September 11, 2019
SMART-LIGHTS (word mark)	Canada	Pending	1985051	September 13, 2019
SMART-LIGHTS (word mark)	China	Pending	41043430	September 16, 2019
SMART-LIGHTS (word mark)	Mexico	Pending	2260408	September 9, 2019