

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689763

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900636628		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BODDHIK INC.		09/18/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	EMPOWERMENT TECHNOLOGIES INC.		
Street Address:	590 York Road		
Internal Address:	Unit 2		
City:	Niagara o the Lake		
State/Country:	CANADA		
Postal Code:	L0S1J0		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3193183	GIGAXTREME	
Registration Number:	4054365	DEFENDER	
Registration Number:	4913183	OMA	
Registration Number:	5670095	OMA SENSE	
CORRESPONDENCE DATA			
Fax Number:	4169201350		
<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:	647-812-1158		
Email:	docketing@pckip.com		
Correspondent Name:	Matthew J. Marquardt		
Address Line 1:	1717 Pennsylvania Avenue North West		
Address Line 2:	Suite 1025		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	TM4258US00		
NAME OF SUBMITTER:	Matthew Marquardt		
SIGNATURE:	/Matthew Marquardt/		
DATE SIGNED:	11/22/2021		

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") is entered into as of September 18, 2020 with effect at 8:00 a.m. by and between CIRCUS WORLD DISPLAYS LIMITED, a corporation formed under the laws of the Province of Ontario ("**CWD**"), BODDHIC INC., a corporation formed under the laws of the Province of Ontario ("**Boddhik**" and collectively with CWD, the "**Sellers**"), and EMPOWERMENT TECHNOLOGIES INC., a corporation formed under the laws of the Province of Ontario (the "**Buyer**"), pursuant to that certain Purchase Agreement dated as of the date hereof by and among the Sellers, the Buyer and Rajesh Jain (the "**Purchase Agreement**"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

WHEREAS:

- A. The Purchase Agreement provides for the sale of the Intellectual Property as set out in Schedule "A" attached hereto (the "**Purchased Intellectual Property Assets**").
- B. The Sellers desire to sell and assign to the Buyer, and the Buyer desires to obtain and assume from the Sellers, the Purchased Intellectual Property Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers and the Buyer agree as follows:

1. Assignment of Purchased Intellectual Property Assets. Each Seller, as applicable, hereby sells, assigns, transfers, conveys and delivers unto the Buyer, its successors and assigns, all of its right, title and interest in and to all of the Purchased Intellectual Property Assets, free and clear of all Encumbrances, as the same exists as of the date hereof, and the Buyer hereby accepts the foregoing sale, assignment, transfer, conveyance and delivery.
2. Assumption of Assumed Intellectual Property Liabilities. The Buyer hereby undertakes, assumes and agrees to pay, discharge and perform, as the case may be, the Future Obligations relating to the Purchased Intellectual Property Assets, and each Seller hereby accepts the foregoing undertaking, assumption and agreement.
3. Further Assurances. Each Seller covenants and agrees that it shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices, and assurances reasonably necessary or desirable to put the Buyer, its successors and assigns, in actual possession and control of the Purchased Intellectual Property Assets, or as the Buyer shall reasonably require to better assure and confirm title of the Buyer to the Purchased Intellectual Property Assets, provided that the Sellers shall not be required to incur any out of pocket costs in doing so.
4. Purchase Agreement. This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

TRADEMARK

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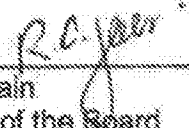
5. Miscellaneous.

- (a) This Agreement, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the Province of Ontario, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.
- (b) This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.
- (c) No amendment of any provision of this Agreement shall be effective, unless the same shall be in writing and signed by the Sellers, on the one hand, and the Buyer, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Agreement or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.
- (d) In case any term, provision, covenant or restriction contained in this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.
- (e) This Agreement shall not be assigned by any party (by operation of law or otherwise) without the prior written consent of the other parties, except that, after the Closing Date, the Buyer may assign this Agreement to any of its affiliates, provided, that in each case, the assigning party remains liable for the performance of its obligations hereunder.
- (f) This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

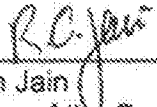
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CIRCUS WORLD DISPLAYS LIMITED

By: 
Name: Ramesh Jain
Title: Chairman of the Board

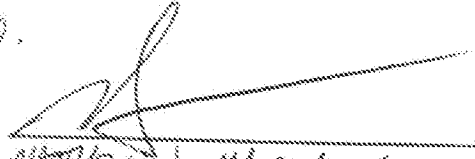
BODDIK INC.

By: 
Name: Ramesh Jain
Title: Chairman of the Board

EMPOWERMNET TECHNOLOGIES INC.

By: _____
Name: Rajesh Jain
Title: President

IN ACCORDANCE WITH 15 U.S.C. §1060(e), THE ASSIGNMENT
HEREIN INCLUDES THE GOODWILL OF THE BUSINESS IN WHICH
THE TRADEMARK(S) ARE USED.


MATTHEW J. HOWARD
USPO REG 40957
RCK II LAWYERS LLC

[Signature Page to Intellectual Property Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

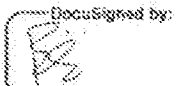
CIRCUS WORLD DISPLAYS LIMITED

By: _____
Name: Ramesh Jain
Title: Chairman of the Board

BODDHIK INC.

By: _____
Name: Ramesh Jain
Title: Chairman of the Board

EMPOWERMNET TECHNOLOGIES INC.

By:  _____
Name: Rajesh Jain
Title: President

[Signature Page to Intellectual Property Assignment and Assumption Agreement]

Schedule "A"

US - TRADEMARK PORTFOLIO

TRADEMARK	APPLICATION NO.	REGISTRATION NO.
GIGAXTREME	78/815234	3193183
DEFENDER	77/015495	4054365
OMA	86/709254	4813183
OMA SENSE	88/007320	5670095