

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
nuCloud, LLC		11/29/2021	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Destiny Solutions U.S., Inc.		
Street Address:	40 Holly Street, Suite 800		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M4S 3C3		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4511633	NUCLOUD	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	kjakubec@jonesday.com, rdrzemiecki@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Kara M. Jakubec/Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	560255-062001		
NAME OF SUBMITTER:	Kara M. Jakubec		
SIGNATURE:	/Kara M. Jakubec/		
DATE SIGNED:	11/30/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is made on November 29, 2021, by and between nuCloud, LLC, a South Carolina limited liability company (“*Assignor*”), and Destiny Solutions U.S., Inc., a Delaware corporation (“*Assignee*”), pursuant to a Transfer Agreement, dated as of the date hereof (the “*Transfer Agreement*”), by and between Assignor and Assignee.

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the United States trademark registrations identified and set forth on Schedule A hereto (the “*Marks*”) and the goodwill associated with the Marks;

WHEREAS, pursuant to the Transfer Agreement, the Mark and its associated goodwill is to be assigned to Assignee; and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW THEREFORE, for good and sufficient consideration (including the premises and covenants set forth in the Transfer Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

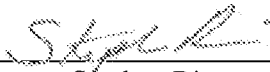
1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor’s right, title and interest in, to and with respect to the following:
 - a) The Marks;
 - b) All common law rights and goodwill associated with the Marks; and
 - c) The right to recover damages for any and all past infringement.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
5. Assignee hereby accepts the assignment and conveyance of the Marks.
6. This Assignment may be executed in one or more counterparts (including facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. This Assignment is executed and delivered pursuant to the Transfer Agreement and made subject to the representations and warranties of the Parties (as defined therein) contained therein. Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Marks in the Transfer Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Transfer Agreement, and in the event of any conflict between the Transfer Agreement and this Assignment, the Transfer Agreement shall govern.

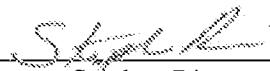
[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

NUCLOUD, LLC,
a South Carolina limited liability company, as
Assignor

By: 
Name: Stephen Rice
Title: Vice President and Secretary

DESTINY SOLUTIONS U.S., INC.,
a Delaware corporation, as Assignee

By: 
Name: Stephen Rice
Title: Vice President and Secretary

Schedule A

Mark	Serial Number	Filed	Registration Number	Registration Date	Owner	Status
NUCLOUD	85731962	09/18/2012	4511633	08/04/2014	nuCloud, LLC	Registered