

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701222

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900657192		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valence Technologies LLC		11/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ID Technologies, LLC		
Street Address:	19980 Highland Vista Drive		
Internal Address:	Suite 175 A		
City:	Ashburn		
State/Country:	VIRGINIA		
Postal Code:	20147		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5579017	BURNER BROWSER	
Registration Number:	5398080	BURNER BROWSER	
Registration Number:	5565622		
CORRESPONDENCE DATA			
Fax Number:	7036108686		
<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:	3016982325		
Email:	ewortham@milesstockbridge.com		
Correspondent Name:	Alisa D. Hurlburt		
Address Line 1:	30 West Patrick Street, Suite 600		
Address Line 4:	Frederick, MARYLAND 21701		
ATTORNEY DOCKET NUMBER:	112250-1		
NAME OF SUBMITTER:	Alisa D. Hurlburt		
SIGNATURE:	/Alisa D. Hurlburt/		
DATE SIGNED:	01/11/2022		

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “Assignment”) is made and delivered as of November 12, 2021 (the “Effective Date”), by and between, Valence Technologies LLC, a Delaware limited liability company, having its principal place of business at 143 Augusta National Ct., Johns Island, SC 29455 (“Assignor”), and ID Technologies, LLC, a Virginia limited liability company, having its principal place of business at 19980 Highland Vista Drive, Suite 175A, Ashburn VA 20147 (“Assignee”), pursuant to that certain Software Acquisition Agreement, dated and effective as of November 12, 2021 (the “Acquisition Agreement”), by and among Assignor, Assignee, and other parties (as identified in the Acquisition Agreement). All capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to them in the Acquisition Agreement.

WHEREAS, Assignor is the sole and exclusive legal and beneficial owner of certain Software as set forth in the Acquisition Agreement, including certain trademarks, therein and relating thereto, and Assignor possesses the exclusive right to transfer and assign to Assignee all right, title, and interest therein and thereto; and

WHEREAS, Assignor desires to convey, transfer, assign, and deliver all of its rights, title, and interest in and to the trademarks set forth on Exhibit A attached hereto and all related common law (unregistered) trademarks (collectively, the “**Assigned Trademarks**”), pursuant to the Acquisition Agreement and on the terms and subject to the conditions set forth in this Assignment and Assignee desires to accept the same.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby does irrevocably sell, convey, transfer, and assign to Assignee, and its successors and assigns, and Assignee agrees to accept, effective as of the date first set forth above, all right, title, and interest in and to the Assigned Trademarks, together with all common law rights and associated goodwill of Assignor and of the business connected with the use of or symbolized thereby, and all claims for damages by reason of past infringement with the right to sue for and collect damages, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned Trademarks to their fullest extent anywhere in the world, without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan, or other exploitation of the Assigned Trademarks. Assignor hereby agrees that it shall not take any action that may restrict Assignee’s ownership rights in the Assigned Trademarks and that it shall discontinue any use or exploitation of the Assigned Trademarks. Assignor hereby authorizes the United States Patent and Trademark

Office and any other governmental agencies having jurisdiction over the Assigned Trademarks to identify Assignee as the owner of all applications and registrations issuing from any applications pending related to the Assigned Trademarks. Assignor further hereby authorizes the United States Patent and Trademark Office and any trademark office in any and all foreign countries to issue any and all registrations related to the Assigned Trademarks to Assignee as the assignee of Assignor's entire right, title, and interest in and to the same.

2. Further Assurances. Assignor agrees, without further consideration, to take such actions, including without limitation, the execution, acknowledgment, and delivery of documents, as may be necessary and appropriate or reasonably requested by Assignee to further effectuate the assignment contemplated herein. Without limitation, Assignor agrees that, when requested by Assignee, Assignor will promptly sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Assigned Trademarks and for vesting title thereto in Assignee, its successors, assigns, and legal representatives or nominees.

3. Remedies. Assignor acknowledges and agrees that any violation of this Assignment will cause immediate and irreparable harm to Assignee and the damages may be difficult or impossible to measure. Therefore upon any actual or impending violation of this Assignment, Assignee may seek a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining any such violation by Assignor or any person or entity acting in concert with or on behalf of Assignor. Such remedy shall be additional to and not in limitation of any other remedy that may otherwise be available either in equity or at law.

4. Successors and Assigns. All of the terms and provisions of this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any conflicts of law provisions that would apply the laws of another jurisdiction.

6. Waiver. Any waiver of a Party's rights under this Assignment may only be made by a writing signed by the Party waiving such rights and the failure of any Party hereto to enforce at any time any provision of this Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Assignment shall be held to constitute a waiver of any other or subsequent breach.

7. Amendments. This Assignment may not be amended, modified, supplemented or changed, in whole or in part, unless in a separate writing making specific reference to this Assignment and executed by each of the parties hereto.

8. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will

be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment unless the consummation of the transaction contemplated hereby is adversely affected thereby.

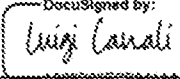
9. Counterparts. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. The exchange of copies of this Assignment and of the signature pages hereto by facsimile transmission or by e-mail delivery of a "pdf" data file shall constitute effective and binding execution and delivery of this Assignment as to the parties hereto and may be used in lieu of the original Assignment and signature pages thereof for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNORS:

VALENCE TECHNOLOGIES LLC

DocuSigned by:

By: _____
Name: Luigi Canali
Title: Managing Director

ASSIGNEE:

ID TECHNOLOGIES, LLC

By: _____
Name: Christopher Oliver
Title: Chief Executive Officer

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

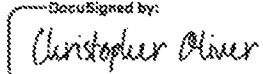
ASSIGNORS:

VALENCE TECHNOLOGIES LLC

By: _____
Name: Luigi Canali
Title: Managing Director

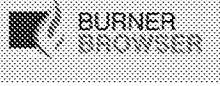

ASSIGNEE:

ID TECHNOLOGIES, LLC

By:  _____
Name: Christopher Oliver
Title: Chief Executive Officer

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT**

LIST OF ASSIGNED TRADEMARKS






Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
	87793979	February 12, 2018	5579017	October 9, 2018	Valence Technologies, LLC
Burner Browser	87428391	April 27, 2017	5398080	February 6, 2018	Valence Technologies, LLC
	87793976	February 12, 2018	5565622	September 18, 2018	Valence Technologies, LLC

Trade/Product Names:

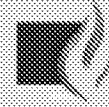

BurnerBrowser, Burner Browser

ZeroNetU, Z-CAMP (ZeroNetU's Concealment, Anonymity, and Misattribution Platform)

Logos:

		
		
ZeroNetU Trusted Security, Information, and Data Solutions	ZeroNetU Trusted Security, Information, and Data Solutions	

Trademarks:

	Burner Browser	
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