

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900666299		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QOMPLX, Inc.		12/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	QOMPLX Underwriting Limited		
Street Address:	Clarendon House, 52 Cornmarket Street		
City:	Oxford, UK		
State/Country:	WASHINGTON		
Postal Code:	22314		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88633037	WONDERCOVER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2533587270		
Email:	brian.boon@booniplaw.com		
Correspondent Name:	Brian S. Boon		
Address Line 1:	10521 Fox Drive NW		
Address Line 2:	Boon Intellectual Property Law, PLLC		
Address Line 4:	Gig Harbor, WASHINGTON 98332		
DOMESTIC REPRESENTATIVE			
Name:	Brian S. Boon		
Address Line 1:	10521 Fox Drive NW		
Address Line 2:	Boon Intellectual Property Law, PLLC		
Address Line 4:	Gig Harbor, WASHINGTON 98332		
NAME OF SUBMITTER:	Brian S. Boon		
SIGNATURE:	/Brian S. Boon/		

DATE SIGNED:	02/07/2022
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (“Agreement”) dated December 27, 2021 between QOMPLX, Inc., a Delaware corporation (“Assignor”), and QOMPLX Underwriting Limited, a private limited company registered under the laws of England and Wales with company number 11538456 (“Assignee”), who may be referred to herein individually as a “Party,” or together as the “Parties”.

WHEREAS, the Parties have executed a purchase agreement involving the sale of the Assignee to a third-party buyer (the “Sale”); and

WHEREAS, in connection with the Sale, Assignor is obligated to assign to Assignee, and Assignee desires to accept and assume, all of Assignor’s right, title and interest in and to the Assigned Marks (as defined below).

NOW, THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor’s right, title and interest in and to (i) the trademarks and service marks set forth in Schedule A hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of, or confusingly similar to, any of the trademarks and service marks set forth in Schedule A hereto, (iii) any registration or application for registration of any of the foregoing, and (iv) that part of the goodwill connected with the use of and symbolized by any of the foregoing (all of the foregoing of which are, collectively, the “Assigned Marks”).

2. Cooperation. The Parties shall, and shall cause their employees, affiliates, successors, and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement (along with its Schedule A) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, whether express or implied, whether written or oral, between and among the Parties with respect to the subject matter of this Agreement. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

4. Governing Law. This Agreement shall be subject to and governed by the laws of the Commonwealth of Virginia, without regard to the conflict of law rules of such state.

5. DISCLAIMER: LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARKS ARE ASSIGNED AND ASSUMED ON AN “AS IS” BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement effective as of the date first above written.

Assignor:

QOMPLX, Inc.

By John Ferrari

Name: John Ferrari
Title: CFO/CAO

Assignee:

QOMPLX Underwriting Limited

By Alastair Speare-Cole

Name: Alastair Speare-Cole
Title: Director

TRADEMARK

REEL: 007553 FRAME: 0696 80d490d4

Schedule A

<u>Mark</u>	<u>U.S. Serial No.</u>	<u>Registration No.</u>	<u>Status</u>
WONDERCOVER	88633037	n/a	Notice of Allowance received 3/17/2020
WONDERCOVER	A0090229	IR 1498847	Registered with WIPO
WONDERCOVER	n/a	20522227	Australian grant of protection from IR 1498847
WONDERCOVER	n/a	WO0000001498847	UK grant of protection from IR 1498847

TRADEMARK

TITLE	QUW trademark assignment - US form
FILE NAME	211222_Wondercove...-27-21 final.docx
DOCUMENT ID	7dde08c167c3aa3df3211c8a2f3cec8980d490d4
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	✳ Completed

Document History



SENT

12 / 27 / 2021
17:06:20 UTC-5

Sent for signature to John Ferrari (john.ferrari@qomplx.com) and Alastair Speare-Cole (alastair.spearecole@qomplx.com) from amanda.morrison@qomplx.com
IP: 68.100.233.239



VIEWED

12 / 27 / 2021
17:06:39 UTC-5

Viewed by John Ferrari (john.ferrari@qomplx.com)
IP: 174.246.201.220



SIGNED

12 / 27 / 2021
17:06:49 UTC-5

Signed by John Ferrari (john.ferrari@qomplx.com)
IP: 174.246.201.220



VIEWED

12 / 28 / 2021
04:47:19 UTC-5

Viewed by Alastair Speare-Cole (alastair.spearecole@qomplx.com)
IP: 86.166.2.156



SIGNED

12 / 28 / 2021
04:47:51 UTC-5

Signed by Alastair Speare-Cole (alastair.spearecole@qomplx.com)
IP: 86.166.2.156



COMPLETED

12 / 28 / 2021
04:47:51 UTC-5

The document has been completed.