

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707930

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Avolin Canada Ltd		01/01/2022	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Avolin, Inc.
Street Address:	401 CONGRESS AVENUE
Internal Address:	SUITE 2650
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5117299	PIVOTAL

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6125526094
 Email: Leigh.Rand@jonespross.com
 Correspondent Name: Leigh Rand
 Address Line 1: 1605 Lakecliff Hills Lane
 Address Line 2: Suite 100
 Address Line 4: Austin, TEXAS 78732

NAME OF SUBMITTER:	Leigh Rand
SIGNATURE:	/Leigh Rand/
DATE SIGNED:	02/11/2022

Total Attachments: 4

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OP \$40.00 5117299

TRADEMARK ASSIGNMENT

WHEREAS, Avolin Canada Ltd., a company existing under the laws of British Columbia, having its principal office address at 1066 West Hastings Street, Suite 2600, Vancouver, BC, V6E 3X1 (hereinafter referred to as “Assignor”), as of the Effective Date of this Assignment, desires to sell and assign the trademark(s) and/or service mark(s) and related trademark application(s) and/or registration(s) identified in Schedule A attached hereto (collectively, “the Assigned Trademarks”); and

WHEREAS, Avolin, Inc., organized under the laws of the state of Delaware, having its principal office address at 401 Congress Avenue, Suite 2650, Austin, Texas 78701 (hereinafter referred to as “Assignee”), is desirous of acquiring the entire right, title, and interest in and to the Assigned Property.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, effective on January 1, 2022 (“Effective Date”), the parties hereto agree as follows:

1. Assignor hereby assigns, sells, conveys and transfers to Assignee, its successors and assigns, Assignor’s entire right, title, and interest in and to: (i) the Assigned Property set forth in Schedule “A”; (ii) any and all goodwill symbolized by and associated with the business conducted under the Assigned Property; (iii) all registrations which have or will issue for the Assigned Property including, without limitation, all registrations and applications (including intent-to-use applications) for the Assigned Property identified in Schedule “A” together with the portion of the business of Assignor to which the Assigned Property applies, which business is ongoing and existing; (iv) any and all common law rights in and to the Assigned Property; (v) all income, royalties, damages and payments in connection with and related to the Assigned Property which become due or payable following the Effective Date of this Assignment; and (vi) all rights to past, present and future claims of any kind (either in law or in equity) including, without limitation, the right to sue for all trademark-related causes of action (e.g., trademark infringement, dilution, cybersquatting, etc.) and to recover and retain any and all damages paid or received as a result of the litigation, settlement, and/or pursuit of such claims.
2. Assignor hereby agrees, at the request and expense of Assignee, to testify in any legal proceedings, execute all lawful papers, make all lawful oaths, and to perform such other acts as Assignee and Assignee’s successors and assigns may deem reasonably necessary to secure the ownership interest in and to the Assigned Property, both in the United States and worldwide, for Assignee and its successors and assigns and/or to evidence the rights hereby transferred.
3. Assignor hereby represents and warrants that it is the sole lawful owner of all rights in and to the Assigned Property; that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of the Assigned Property has been or will be made or entered into which would conflict with this Assignment; and that it has not executed, and will not execute, any other agreement(s) in conflict herewith.

4. Assignor represents and warrants that it has the full legal right and authority to execute and be bound by the terms of this Assignment, that the person signing on its behalf is legally authorized to do so, that no other party's consent is required to execute this Assignment, and that to the best of its knowledge its execution of this Assignment will not violate any right of any other party.

5. The individual who has executed this Agreement on behalf of Assignor expressly represents and warrants that he or she is authorized to sign on behalf of Assignor for purposes of binding Assignor to effectuate this Assignment to Assignee according to the terms set forth herein.

6. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in Assignor's name to take any and all action and to execute thereafter any and all documents and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Assignor further grants Assignee and its duly authorized attorneys and agents the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, any state or foreign trademark office, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment.

7. This Assignment shall be binding upon Assignor, its officers, directors, shareholders, managers, members, employees, agents, affiliates, executors, heirs, successors, and assigns.

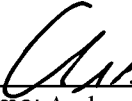
8. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and scanned signatures sent by e-mail shall be considered as original signatures. The recitals and Schedule A are hereby incorporated into and made a part of this Assignment.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the Effective Date.


Assignor:

AVOLIN CANADA LTD.

By: 
Name: Andrew S. Price
Title: Director

Assignee:

AVOLIN, INC.

By: 
Name: Andrew S. Price
Title: CFO

[Signature Page to Trademark Assignment]

SCHEDULE A
Assigned Trademarks

Mark	Country	Application Filing Date	Serial Number	Registration Number	Registration Date	Status
PIVOTAL	European Union	02/23/2017	016400558	016400558	06/07/2018	Registered
PIVOTAL	United Kingdom	02/23/2017	UK00916400558	UK00916400558	06/07/2018	Registered