

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Passport Labs, Inc.		12/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	T2 Systems, Inc.		
Street Address:	8900 Keystone Crossing, Suite 700		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4785765	NUPARK	
Registration Number:	5076743	PLATESCOUT	
Registration Number:	5491715	SCOUT	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	3172361313		
Email:	kfennesy@btlaw.com		
Correspondent Name:	Kathleen S. Fennessy/Barnes & Thornburg		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	35631-27		
NAME OF SUBMITTER:	Kathleen S. Fennessy		
SIGNATURE:	/kfennesy/		
DATE SIGNED:	02/23/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of December 13, 2021, is by and between T2 SYSTEMS, INC., an Indiana corporation (the “**Assignee**”) and PASSPORT LABS, INC., a Delaware corporation (“**Assignor**”).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of July 8, 2021 (as amended, restated, or otherwise modified from time to time, the “**Purchase Agreement**”);

WHEREAS, Assignor wishes to transfer and assign to Assignee all of its right, title, and interest in and to the identified trademarks and tradenames listed in Exhibit A attached hereto (the “**Marks**”), and the parties wish to evidence this absolute transfer of rights by this Trademark Assignment; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally assigns and transfers to Assignee, and Assignee hereby accepts, (i) Assignor’s entire worldwide right, title and interest in and to the Marks together with all the goodwill of the business associated therewith and symbolized thereby; (ii) any trademark registrations Assignor has prosecuted and maintained at the United States Patent and Trademark Office for the Marks, along with any priorities, rights or registrations resulting therefrom; and (iii) any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.

Section 2. Recordation and Further Action. Assignor agrees, for itself and its successors, with Assignee and its successors and assigns, but at Assignee’s expense, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to maintain, review, and otherwise secure the grant of the Marks in the United States to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such Marks.

Section 3. Amendments. This Trademark Assignment may not be amended except by an instrument in writing signed by the Assignee and the Assignor.

Section 4. Governing Law. This Trademark Assignment will be governed by the laws of the State of Indiana without giving effect to any choice or conflict of law principles of any jurisdiction.

Section 5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6. Counterparts; Facsimile or Electronic Signatures. This Trademark Assignment may be executed by two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single instrument. Execution and delivery of this Trademark Assignment by facsimile or electronic or email exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Trademark Assignment by such party. Such electronic copies shall constitute enforceable original documents

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

ASSIGNEE:

T2 SYSTEMS, INC.

Carl Gillert

By: _____

Name: Carl Gillert

Title: Chief Financial Officer

ASSIGNOR:

PASSPORT LABS, INC.

By: _____

Name: David Evans

Title: Chief Executive Officer

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

ASSIGNEE:

T2 SYSTEMS, INC.

By: _____

Name: Carl Gillert

Title: Chief Financial Officer

ASSIGNOR:

PASSPORT LABS, INC.

By:  _____

Name: David Evans

Title: Chief Executive Officer

EXHIBIT A

Marks

Registered Trademarks:

Country	Mark	Application No. Filing Date	Registration No. Registration Date
United States	NUPARK	86480807 15-DEC-2014	4785765 04-AUG-2015
United States	PLATESCOUT	86874312 13-JAN-2016	5076743 08-NOV-2016
United States	SCOUT	87673008 06-NOV-2017	5491715 12-JUN-2018

Tradenames:

- NuPark