

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749240

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900704849		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Computex, Inc.		03/15/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Calian Corp.		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4718892	COMPUTEX	
Registration Number:	4905562	COMPUTEX TECHNOLOGY SOLUTIONS	
Registration Number:	5825257	HARDWARE. SOFTWARE. BRAINWARE.	
CORRESPONDENCE DATA			
Fax Number:	2123368001		
<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:	2123368000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Max Vern		
Address Line 1:	Amster, Rothstein & Ebenstein LLP		
Address Line 2:	90 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	80225/78		
NAME OF SUBMITTER:	Max Vern		
SIGNATURE:	/Max Vern/		
DATE SIGNED:	08/17/2022		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Agreement**”) is made as of March [15], 2022 (the “**Effective Date**”), by and between **COMPUTEX, INC.**, a Texas corporation (“**Assignor**”) and **CALIAN CORP.**, a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 26, 2022, by and among, Assignor, Assignee, and the other signatories made party thereto (the “**Purchase Agreement**”); pursuant to which, among other actions, Assignor desires to acquire any and all rights and goodwill associated with the Assigned Trademarks (as defined below); and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the promises and covenants set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all right, title and interest in and throughout the United States of America, its territories and all foreign countries, in, to and under the registered trademarks and trademark applications listed in Exhibit A hereto, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the “**Assigned Trademarks**”), together with all rights relating thereto, including, without limitation, all rights to renew the Assigned Trademarks, and all rights to collect royalties, products and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorneys’ fees and expenses) or lost profits in connection therewith. Assignor shall make no further use of the Assigned Trademarks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee’s use of the Assigned Trademarks after the date of this Agreement.

2. Recordation. Assignor hereby requests the United States Patent and Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

3.1 Upon Assignee’s reasonable request, Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Agreement.

3.2 If Assignee is unable for any reason to secure Assignor’s signature to any document required to file, prosecute, register, assign, issue or enforce rights under any Assigned Trademarks or to memorialize the assignment of any rights under any Assigned Trademarks, Assignor hereby irrevocably designates and appoints Assignee (and any assignee or successor thereto) and

Assignee's (and any assignees' or successors' thereto) duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment and issuance of rights under the Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Assignor (whether by operation of Law or otherwise) without the prior written consent of Assignee. Assignee may assign this Agreement at any time without notice. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Agreement may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

7. Asset Purchase Agreement Controls. This Agreement, being further documentation of the sales, conveyances, assignments and transfers provided for in the Purchase Agreement, is intended to implement the provisions of the Purchase Agreement and shall not be construed to extend or limit the rights, obligations, representations or warranties of the parties provided in and by the Purchase Agreement, and to the extent any term or provision of this Agreement conflicts with or is inconsistent with any term or provision of the Purchase Agreement, the term or provision of the Purchase Agreement will control.

8. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware other than conflict of laws principles thereof directing the application of any law other than that of Delaware.

9. Entire Agreement. This Agreement and the Purchase Agreement embody the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby and supersede all prior agreements and understandings between the parties with respect thereto.

10. Notices. Any notice, request, or other document to be given hereunder to any party shall be given in the manner specified in Section 11.1 of the Purchase Agreement.

11. Severability. Any provision of this Agreement that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof, *provided*, however, that the parties hereto will attempt in good faith to reform

this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

12. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by both Assignee and Assignor.

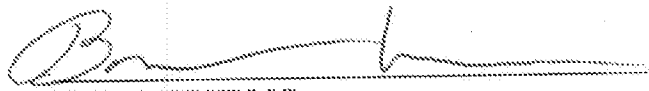
Further Assurances. Each party shall cooperate with the other, and execute and deliver, or use its best efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and take all such other actions as such party may reasonably be requested to take by the other party hereto from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the transactions contemplated hereby.

COMPUTEX, INC.,
a Texas corporation

By: 
Name: Thomas H. King
Its: Chief Financial Officer, Treasurer
and Secretary

STATE OF Georgia
COUNTY OF Cobb

Sworn to and subscribed this 02 day of March, 2022, by Thomas H. King, as Chief Financial Officer, Treasurer and Secretary of Computex, Inc., a Texas corporation, who is personally known to me or who has produced GA Drivers License as identification.


NOTARY PUBLIC
Name: Brandon Lynch
Serial No. _____
My commission expires: 11-26-2023

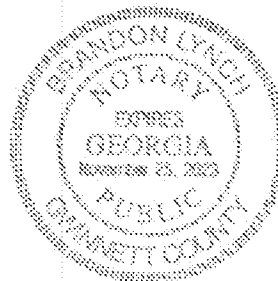



EXHIBIT A
TRADEMARKS

TRADEMARK	OWNER	Application/ Registration No.	Filing/ Registration Date
COMPUTEX	Computex, Inc.	4718892	Apr-14-2015
HARDWARE. SOFTWARE. BRAINWARE	Computex, Inc.	5825257	Aug-06-2019
COMPUTEX TECHNOLOGY SOLUTIONS (and design) 	Computex, Inc.	4905562	Feb-23-2016

TRADE NAMES

1. Computex Technology Solutions (Texas, Michigan, Minnesota)
2. Synetra, a Computex Technology Solutions Company (Texas)