

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flux Work LLC		09/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Beamery Inc.		
Street Address:	340 S. Lemon Ave. #9358		
City:	Walnut		
State/Country:	CALIFORNIA		
Postal Code:	91789		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6030594		
Registration Number:	6245040	LOOK WITHIN	
Registration Number:	6065303	FLUX	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	7344184212		
Email:	trademark@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	39400 Woodward Ave # 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	270111517516		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	09/26/2022		
Total Attachments: 4			
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This Agreement is dated this6th..... day ofSeptember....., 2022.

PARTIES

(1) Flux Work LLC incorporated and registered in the State of Delaware with company number 6424849, whose registered office is at 353 Sacramento St Ste 800 San Francisco, California, 94111-3608, United States of America (**Assignor**); and

(2) Beamery Inc., incorporated and registered in the State of Delaware with company number 5469735, whose registered office is at 340 S Lemon Ave #9358, Walnut, California, 91789, United States of America (**Assignee**).

BACKGROUND

(A) The Assignor is the proprietor of:

- a) the registered trade marks set out in Schedule 1 to this Agreement; and
- b) certain other rights, namely:
 - All unregistered trade marks used in the business of the Assignor;
 - All of the Assignor's goodwill, and any common law or equivalent rights, in the FLUX trade mark and all other trade marks set out in Schedule 1, and all other registered and unregistered trade marks and other signs of whatsoever nature relating to the Assignor's business in the goods or services in respect of which the same are registered or used;
 - Copyright and neighbouring and related rights;
 - The right to bring any claim or cause of action whatsoever in respect of any rights mentioned above, including without limitation, claims for infringement, unfair competition or under the law of passing off.

(together, "the IP Rights")

(B) The Assignor has agreed to assign the IP Rights to the Assignee on the terms set out in this Agreement.

1. ASSIGNMENT

In consideration of the sum of USD\$1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee with full title guarantee all its right, title and interest in and to the IP Rights, together with the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages or profits recovered) in respect of any infringement, or any other cause of action (including passing off) arising or accruing from ownership of any of the IP Rights whether occurring before, on or after the date of this Agreement.

2. VAT

All payments made by the Assignee under this Agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply.

3. FURTHER ASSURANCE

The Assignor shall at the direction and expense of the Assignee promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

TRADEMARK


4. THIRD PARTIES

This Agreement does not create any rights enforceable by any person not a party to it.

5. GOVERNING LAW & JURISDICTION

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America. Each party irrevocably agrees that the courts of Delaware, United States of America shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.


Signed by 
for and behalf of Flux Work LLC

CEO
.....
Position:

Signed by 
for and behalf of Beamery Inc.

Co-Founder & CPO
.....
Position:

SCHEDULE 1 – REGISTERED TRADE MARKS
Registered trade marks

Trademark	Country/Territory	Registration No	Int. Classes
	US	6030594	42
LOOK WITHIN	US	6245040	42
FLUX	US	6065303	42

TITLE	Flux-to-Beamery-TradeMark-Assignment-Agreement-Sept2022
FILE NAME	Flux to Beamery T...nt (amended).docx
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STATUS	✳ Signed

Document history



SENT

06 / 09 / 2022
12:16:28 UTC+1

Sent for signature to Abakar Saidov (abakar@beamery.com) and Sultan Saidov (sultan@beamery.com) from legal@beamery.com
IP: 212.11.76.10



VIEWED

23 / 09 / 2022
10:29:27 UTC+1

Viewed by Sultan Saidov (sultan@beamery.com)
IP: 82.39.239.169



SIGNED

23 / 09 / 2022
10:30:14 UTC+1

Signed by Sultan Saidov (sultan@beamery.com)
IP: 82.39.239.169



VIEWED

26 / 09 / 2022
00:50:36 UTC+1

Viewed by Abakar Saidov (abakar@beamery.com)
IP: 185.69.145.192



SIGNED

26 / 09 / 2022
00:51:07 UTC+1

Signed by Abakar Saidov (abakar@beamery.com)
IP: 185.69.145.192



COMPLETED

26 / 09 / 2022
00:51:07 UTC+1

The document has been completed.