

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM764873

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pixelligent Technologies, LLC		11/01/2022	Limited Liability Company: VIRGINIA

## RECEIVING PARTY DATA

<b>Name:</b>	PT SPE TopCo LLC
<b>Street Address:</b>	6411 Beckley Street
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21224
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6816578	DESIGNER COMPOSITES
Registration Number:	6816577	DESIGNER COMPOUNDS
Registration Number:	4660194	PIXCLEAR
Registration Number:	5649612	PIXCLEARPROCESS
Registration Number:	4951790	PIXELLIGENT
Serial Number:	90616667	PIXJET
Registration Number:	6855339	PIXNIL
Registration Number:	4660195	THE CLEAR SOLUTION

## CORRESPONDENCE DATA

Fax Number: 7038164100

*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: 7038164063

Email: nixonptomail@nixonvan.com

Correspondent Name: Sheryl De Luca

Address Line 1: 901 N. Glebe Road, 11th Floor

Address Line 4: Arlington, VIRGINIA 22203

ATTORNEY DOCKET NUMBER: 2476-278

TRADEMARK

REEL: 007891 FRAME: 0650

900729250

OP \$215.00 6816578

<b>NAME OF SUBMITTER:</b>	Sheryl De Luca
<b>SIGNATURE:</b>	/Sheryl De Luca/
<b>DATE SIGNED:</b>	11/01/2022
<b>Total Attachments: 15</b> source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page1.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page2.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page3.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page4.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page5.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page6.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page7.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page8.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page9.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page10.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page11.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page12.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page13.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page14.tif source=Pixelligent - 49. Intellectual Property Assignment Agreement Pix to Top_Redacted#page15.tif	

## IP TRANSFER AGREEMENT

**THIS IP TRANSFER AGREEMENT** (this “*Agreement*”) is entered into as of November 1, 2022 by and between Pixelligent Technologies LLC, a Virginia limited liability company (the “*Assignor*”), and PT SPE TopCo LLC, a Delaware limited liability company (together with its successors and permitted assigns, the “*Company*”).

**WHEREAS**, the Company is a wholly-owned subsidiary of the Assignor.

**WHEREAS**, it is a condition precedent to the obligation of the lender to make a term loan to the Assignor under the Term Loan Agreement, dated as of the date hereof, between, among others, the Assignor, as borrower, MVP Innovation Funding 2022-1 LLC, as lender and US Bank Trust Company, National Association, as administrative agent and collateral agent (the “*Loan Agreement*”), that the Assignor transfer and assign the Property (as defined below), directly or indirectly, to PT SPE SubCo LLC, a Delaware limited liability company (“*PT SubCo*”), which is a wholly-owned indirect subsidiary of Assignor.

**WHEREAS**, the Company desires to obtain from the Assignor, and the Assignor is willing to contribute and assign to the Company, the Property (as defined below), in accordance with the terms and subject to the conditions of this Agreement;

**WHEREAS**, immediately after entering into this Agreement, the Company will enter into an agreement with PT SubCo whereby the intellectual property subject to this Agreement will be transferred to PT SubCo; and

**WHEREAS**, substantially concurrently with the execution of this Agreement, PT SubCo, is entering into that certain License Agreement with the Assignor (the “*License Agreement*”) to enable the Assignor, its affiliates, and their end users to use and continue to use the Property (as defined below) and such other intellectual property that is the subject of such License Agreement, in each case, in accordance with the terms and conditions of the License Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Company agree as follows:

### AGREEMENT

1. The Assignor hereby irrevocably transfers as a capital contribution, and assigns, conveys and delivers to the Company, all of the Assignor’s right, title and interest, on a worldwide basis, in and to (w) the patents, copyrights, trade secrets, domain names, uniform resource locators, and trademarks and all other intellectual property and other rights and property described in the Exhibit attached hereto (the “*Exhibit*”), (x) all Intellectual Property (as defined in the Loan Agreement) that forms part of or is included within, the Collateral (as defined in the Loan Agreement) whether as at the date of this Agreement or thereafter by the Company after the date hereof, (y) all goodwill of any portion of the Assignor’s business associated and connected with the trademarks listed on the Exhibit, and (z) any and all modifications, derivative works and improvements in the forgoing together with all related intellectual property and other rights (collectively, the “*Property*”), and the right (but not the obligation) to assert the Property and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur. The Assignor hereby authorizes and requests the United States Commissioner of

Patents and Trademarks and other intellectual property offices and registries throughout the world to register said trademarks and grant said patents listed on the Exhibit to the Company, for its interest as assignee, its successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Upon each request by the Company, without additional consideration, the Assignor agrees to promptly execute documents, including further confirmatory assignments to the Company, as necessary, testify and take other acts at the Company's expense as the Company may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks and all other technology and intellectual property rights throughout the world related to any of the Property, in the Company's name and for its benefit. In the event the Company is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified herein, the Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor. The Assignor hereby quitclaims to the Company any and all claims, of any nature whatsoever, which the Assignor now has for infringement or misappropriation of any Property assigned hereunder.

3. The Assignor agrees to provide to the Company from and after the execution of this Agreement and at the expense of the Company competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

4. The Assignor represents and warrants to the Company that (a) the Assignor is the sole owner of the Property and has full and exclusive right to assign all of the rights, titles and interests assigned herein, (b) the Assignor has full right and power to enter into and perform this Agreement, (c) to the Assignor's Knowledge, none of the Property infringes, conflicts with or violates any valid patent or other valid intellectual property right of any kind (including, without limitation, any valid trade secret) or similar rights of any third party, and (d) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any Material Agreement.

5. The Assignor further represents and warrants to the Company that, to the Assignor's Knowledge, no claim, whether or not embodied in an action past or present, of any infringement or misappropriation, of any conflict with, or of any violation of any valid patent, valid trade mark, valid copyright, valid domain name or URL, valid trade secret or other valid intellectual property right or similar right, has been made or is pending or threatened in writing against the Assignor relative to the Property. The Assignor agrees to promptly inform the Company of any such claim arising or threatened in writing in the future with respect to the Property or any part thereof.

6. Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the License Agreement. This Agreement and the Exhibit constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto (the "*Parties*" and each, a "*Party*") with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Parties.

7. This Agreement will be governed and construed in accordance with the laws of the State of Delaware without giving effect to any conflicts of laws principles that require the application of the law of a different state. The Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in the county in which the Company has its principal offices for any lawsuit filed there against the Assignor by the Company arising from or related to this Agreement.

8. Nothing contained in this Agreement is intended to provide any right, interest or remedy to any person or entity, other than the Assignor and the Company.

9. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

10. Failure by either Party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.


11. The provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

*[Remainder of page intentionally left blank]*

The Parties have executed this **IP TRANSFER AGREEMENT** as of the date set forth above.

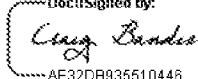
COMPANY:

PT SPE TOPCO LLC,  
a Delaware limited liability company

By:   
Name: Craig Bandes  
Title: Chief Executive Officer

ASSIGNOR:

PIXELLIGENT TECHNOLOGIES LLC,  
a Virginia limited liability company

By:   
Name: Craig Bandes  
Title: President & Chief Executive Officer

**EXHIBIT**

Granted In-force Patents and Pending Patent Applications

<u>Country</u>	<u>Owner</u>	<u>Patent No./Application No.</u>
US	PIXELLIGENT TECHNOLOGIES LLC	8,592,511
US	PIXELLIGENT TECHNOLOGIES LLC	9,359,689
US	PIXELLIGENT TECHNOLOGIES LLC	8,920,675
US	PIXELLIGENT TECHNOLOGIES LLC	8,883,903
US	PIXELLIGENT TECHNOLOGIES LLC	9,328,432
US	PIXELLIGENT TECHNOLOGIES LLC	9,202,688
US	PIXELLIGENT TECHNOLOGIES LLC	9,617,657
US	PIXELLIGENT TECHNOLOGIES LLC	9,856,581
US	PIXELLIGENT TECHNOLOGIES LLC	10,753,012
US	PIXELLIGENT TECHNOLOGIES LLC	9,048,009
US	PIXELLIGENT TECHNOLOGIES LLC	8,993,221
US	PIXELLIGENT TECHNOLOGIES LLC	10,033,014
US	PIXELLIGENT TECHNOLOGIES LLC	10,050,236
US	PIXELLIGENT TECHNOLOGIES LLC	10,516,140
US	PIXELLIGENT TECHNOLOGIES LLC	10,522,791
US	PIXELLIGENT TECHNOLOGIES LLC	11,355,737
US	PIXELLIGENT TECHNOLOGIES LLC	10,273,365
US	PIXELLIGENT TECHNOLOGIES LLC	10,144,842
US	PIXELLIGENT TECHNOLOGIES LLC	10,179,860
US	PIXELLIGENT TECHNOLOGIES LLC	10,961,398

<u>Country</u>	<u>Owner</u>	<u>Patent No./Application No.</u>
US	PIXELLIGENT TECHNOLOGIES LLC	10,988,598
US	PIXELLIGENT TECHNOLOGIES LLC	10,844,231
US	PIXELLIGENT TECHNOLOGIES LLC	11,034,845
US	PIXELLIGENT TECHNOLOGIES LLC	17/321,289
US	PIXELLIGENT TECHNOLOGIES LLC	17/294,238
US	PIXELLIGENT TECHNOLOGIES LLC	17/294,261
US	PIXELLIGENT TECHNOLOGIES LLC	63/292,197
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<u>Country</u>	<u>Owner</u>	<u>Patent No./Application No.</u>
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[REDACTED]	[REDACTED]	[REDACTED]
Patent Cooperation Treaty	PIXELLIGENT TECHNOLOGIES LLC	PCT/US2022/22120
[REDACTED]	[REDACTED]	[REDACTED]

Active Trademark Registrations and Pending Applications

<u>Country</u>	<u>Registration No. / Serial No.</u>	<u>Mark</u>	<u>Owner</u>	<u>Application Date/ Registration Date</u>
US	6,816,578	DESIGNER COMPOSITES	Pixelligent Technologies LLC.	09-Aug-2022
US	6,816,577	DESIGNER COMPOUNDS	Pixelligent Technologies LLC.	09-Aug-2022
US	4,660,194	PIXCLEAR	Pixelligent Technologies LLC.	23-Dec-2014
US	5,649,612	PIXCLEARPROCESS	Pixelligent Technologies LLC.	08-Jan-2019
US	4,951,790	PIXELLIGENT	Pixelligent Technologies LLC.	03-May-2016
US	90/616,667	PIXJET	Pixelligent Technologies LLC.	31-Mar-2021
US	6,855,339	PIXNIL	Pixelligent Technologies LLC.	27-Sep-2022
US	4,660,195	THE CLEAR SOLUTION	Pixelligent Technologies LLC.	23-Dec-2014
Int'l Reg- Madrid	1189801	PIXCLEAR	Pixelligent Technologies LLC	09-Aug-2013
				3
Int'l Reg – Madrid	1229964	PIXELLIGENT	Pixelligent Technologies LLC	03-Sep-2014

Country	Registration No. / Serial No.	Mark	Owner	Application Date/ Registration Date
Int'l Reg - Madrid	1625342	PIXJET	Pixelligent Technologies LLC.	21-Sep-2021
Int'l Reg - Madrid	1625343	PIXNIL	Pixelligent Technologies LLC.	21-Sep-2021
Int'l Reg - Madrid	11948478	THE CLEAR SOLUTION	Pixelligent Technologies LLC.	09-Aug-2013

Pending Applied-For or Registered Copyrights



Common-Law Trademarks

<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>Goods/Services</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Country	Mark	Owner	Goods/Services
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Country	Mark	Owner	Goods/Services
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Country	Mark	Owner	Goods/Services
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



Domain Names And Uniform Resource Locators (URLs)

<u>Domain Name</u>	<u>Owner</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]