

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764877

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PT SPE TopCo LLC		11/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PT SPE SubCo LLC
Street Address:	6411 Beckley Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21224
Entity Type:	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 2: Nixon & Vanderhye P.C.

Address Line 4: Arlington, VIRGINIA 22203

OP \$215.00 6816578

NAME OF SUBMITTER:	Sheryl De Luca
SIGNATURE:	/Sheryl De Luca/
DATE SIGNED:	11/01/2022
Total Attachments: 15 source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page1.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page2.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page3.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page4.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page5.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page6.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page7.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page8.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page9.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page10.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page11.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page12.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page13.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page14.tif source=Pixelligent - 50. Intellectual Property Assignment Agreement TopCo to S_Redacted#page15.tif	

IP TRANSFER AGREEMENT

THIS IP TRANSFER AGREEMENT (this “*Agreement*”) is entered into as of November 1, 2022 by and between PT SPE TopCo LLC, a Delaware limited liability company (the “*Assignor*”), and PT SPE SubCo 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, which is a wholly-owned subsidiary of Pixelligent Technologies LLC, a Virginia limited liability company (“*Parent*”).

WHEREAS, it is a condition precedent to the obligation of the lender to make a term loan to Parent under the Term Loan Agreement, dated as of the date hereof, between, among others, Parent, 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 Parent transfer and assign the Property (as defined below), directly or indirectly, to the Company, which is a wholly-owned indirect subsidiary of Parent.

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 before entering into this Agreement, the Assignor entered into an agreement with the Parent whereby the intellectual property subject to this Agreement was transferred to the Assignor; and

WHEREAS, substantially concurrently with the execution of this Agreement, Parent is entering into that certain License Agreement with the Company (the “*License Agreement*”) to enable Parent, 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

Pixelligent/ IP Holdco IP Transfer Agreement

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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.

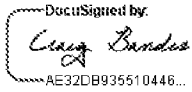
11. The provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

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

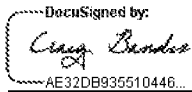
COMPANY:

PT SPE SUBCO LLC,
a Delaware limited liability company

By: 
Name: Craig Bandes
Title: Chief Executive Officer

ASSIGNOR:

PT SPE TOPCO LLC,
a Delaware limited liability company

By: 
Name: Craig Bandes
Title: Chief Executive Officer

IP Transfer Agreement
Signature Page

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

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
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Int'l Reg- Madrid	1189801	PIXCLEAR	Pixelligent Technologies LLC	09-Aug-2013
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Int'l Reg – Madrid	1229964	PIXELLIGENT	Pixelligent Technologies LLC	03-Sep-2014
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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<u>Country</u>	<u>Registration No. / Serial No.</u>	<u>Mark</u>	<u>Owner</u>	<u>Application Date/ Registration Date</u>
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Int'l Reg - Madrid	1625342	PIXJET	Pixelligent Technologies LLC.	21-Sep-2021
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Int'l Reg - Madrid	1625343	PIXNIL	Pixelligent Technologies LLC.	21-Sep-2021
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Int'l Reg - Madrid	11948478	THE CLEAR SOLUTION	Pixelligent Technologies LLC.	09-Aug-2013
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

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