

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779999

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900732995		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uptracs, LLC		11/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Search Optics, LLC		
Street Address:	531 Vester St		
City:	Ferndale		
State/Country:	MICHIGAN		
Postal Code:	48220		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6866543	UPTRACS.AI	
Registration Number:	3736705	UPTRACS	
Registration Number:	4336243	MEASURE WHAT MATTERS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128376000		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Patrice P. Jean		
Address Line 1:	One Battery Park Plaza		
Address Line 2:	Hughes Hubbard & Reed LLP		
Address Line 4:	New York, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	084288		
NAME OF SUBMITTER:	Patrice P. Jean		
SIGNATURE:	/Patrice P. Jean/		
DATE SIGNED:	01/11/2023		
Total Attachments: 3			

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is made and entered into effective as of November 15, 2022 (the "Effective Date"), by and between Uptracs, LLC, a Delaware limited liability company ("Assignor"), and Search Optics, LLC, a Delaware limited liability company ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Assignment.

(a) Assignor hereby irrevocably sells, assigns and transfers to Assignee, its successors and assigns, in perpetuity, all of Assignor's entire right, title and interest in and to all work product, designs, drawings, ideas, inventions, improvements, trade secrets, know-how, methods, processes, names, trademarks, service marks, trade dress, domain names, works of authorship, software and databases (in object and source code form), algorithms, systems, system architecture, data, collections of data and technology relating to, or used by Assignor in connection with, Assignor's business, processes, products and services, including, without limitation, all technology and other items more specifically described in Exhibit A attached hereto, and all intellectual property and proprietary rights in all of the foregoing, (collectively, "Technology"), including without limitation all worldwide (i) patent, trade secret, copyright (including moral rights), and trademark, service mark, trade dress and domain name rights; (ii) all applications to register and registrations of any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions and all rights to claim priority of any of the foregoing; (iii) all goodwill associated with any of the foregoing; and (iv) all other intellectual property and proprietary rights in and to the Technology (collectively, "Intellectual Property Rights"). This exclusive grant of rights shall include, but is not limited to, the rights to reproduce, distribute, broadcast, transmit, publicly display, publicly perform, adapt, translate, prepare derivative works, modify, make, have made, use, offer for sale, sell, import, or otherwise make use of the Technology (including all modifications, derivative works, improvements, editions, revisions, supplements to, and versions of the Technology, regardless of nature or state of development and all products and services incorporating or use any Technology or Intellectual Property Rights) and all Intellectual Property Rights therein throughout the world in any form or medium, and to license or otherwise transfer to others the rights commensurate herewith in connection with the Technology and Intellectual Property Rights.

(b) Assignor further hereby sells, assigns and transfers to Assignee, its successors and assigns, of the right to file patent, copyright and trademark applications in the United States and throughout the world for the Technology and the Intellectual Property Rights in the name of Assignee, its successors and assigns. Assignor hereby agrees that Assignee, its successors and assigns may act as attorney-in-fact to execute any documents that Assignee, its successors and assigns, deem reasonably necessary to record this grant with the United States Patent & Trademark Office, United States Copyright Office or elsewhere. If requested, Assignor agrees to execute any and all documents reasonably requested by Assignee, its successors and assigns, and to do all other lawful acts reasonably necessary to carry out the intent of this Assignment or

reasonably requested to file for, prosecute, maintain, protect, defend or enforce any of the Technology or Intellectual Property Rights, as well as provide such other material, information or assistance as is reasonably requested by Assignee, its successor or assigns to carry out the intent of this Assignment and enable Assignee, its successors or assigns to exercise the rights assigned to it under this Assignment. The cost of recording and registering ownership rights in the Technology and Intellectual Property Rights shall be borne solely by Assignee, its successors and assigns.

(c) Assignor further hereby sells, assigns and transfers to Assignee, its successors and assigns, of all proceeds to suits for infringement and other violations, the right to sue for past, present and future infringements and other violations, and all rights corresponding thereto throughout the world for the Intellectual Property Rights assigned herein.

2. Warranty. Assignor represents and warrants that:

(a) Assignor owns all right, title and interest in and to the Technology and Intellectual Property Rights;

(b) Assignor has not granted any right or license to third parties in conflict herewith or in any manner encumbered or clouded its title to the Technology or Intellectual Property Rights;

(c) Assignor has procured or will procure all rights and interests in the Technology and Intellectual Property Rights from the persons employed or otherwise hired by Assignor who developed or invented it;

(d) Assignor is not aware of any patent, trade secret, or other right of any third party which will be infringed by the Technology or Intellectual Property Rights; and

(e) No third party has claimed that the use of the Technology or Intellectual Property Rights infringes or violates any patent, trade secret or other right of such third party.

3. Miscellaneous. This Assignment constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements of the parties, with respect to the subject matter hereof. This Assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware, without regard to its conflicts of law principles.

UPTRACS, LLC

By: *Joe Walker*
Joe Walker (Nov 11, 2022 10:00 EST)

Name: Joe Walker

Title: CEO

Date: November 14, 2022

SEARCH OPTICS, LLC

By: *Joe Walker*
Joe Walker (Nov 11, 2022 10:00 EST)

Name: Joe Walker

Title: CEO

Date: November 14, 2022

EXHIBIT A

TECHNOLOGY; INTELLECTUAL PROPERTY RIGHTS

A. TECHNOLOGY

A reporting platform that measures the effectiveness of each marketing dollar customers spend and helps to optimize customer campaigns. Capabilities include tracking every response to online marketing efforts and calculating offline conversion rates and cost-per-lead. The platform monitors campaigns, provides performance reporting, a built-in call log, conversion data for phone calls, e-mails, and forms, and allows for customized KPI implementation and tracking.

B. INTELLECTUAL PROPERTY RIGHTS

UPTRACS.AI (U.S. Trademark Reg. No. 6866543)

UPTRACS (US Trademark Reg. No. 3736705)

MEASURE WHAT MATTERS (U.S. Trademark Reg. No. 4336243)