

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circle Graphics, Inc.		12/02/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Anthem Displays, LLC		
Street Address:	120 9th Avenue		
City:	Longmont		
State/Country:	COLORADO		
Postal Code:	80501		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90561064	ANTHEM	
Serial Number:	90561056	ANTHEM DISPLAYS	
Registration Number:	6727812	AD	
Serial Number:	90561105	YOUR PARTNER IN DIGITAL OUTDOOR	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	702-550-4400		
Email:	CGreen@dickinson-wright.com		
Correspondent Name:	Caleb L. Green		
Address Line 1:	3883 Howard Hughes Parkway, Suite 800		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	35434-16		
NAME OF SUBMITTER:	Caleb L. Green		
SIGNATURE:	/Caleb. L. Green/		
DATE SIGNED:	12/06/2022		
Total Attachments: 4			
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AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY

THIS AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY (this “*Assignment*”) is dated as of December 2, 2022 and effective as of October 20, 2022, by and between Circle Graphics, Inc., a Delaware corporation (the “*Assignor*”), and Anthem Displays, LLC, a North Carolina limited liability company (the “*Assignee*”).

RECITALS

WHEREAS, Assignee and Watchfire Signs, LLC, a Delaware limited liability company (“*Buyer*”) entered into that certain Asset Purchase Agreement on or about October 21, 2022 (the “*Purchase Agreement*”);

WHEREAS, Assignor owns certain of the Intellectual Property Assets that were conveyed to Buyer pursuant to the Purchase Agreement;

WHEREAS, on the terms and subject to the conditions set forth herein, Assignor has agreed to assign and Assignee has agreed to assume the intellectual property set forth on Exhibit A attached hereto (collectively, the “*Assigned IP*”).

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Assignment but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.
2. Assignment of Assigned IP. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, including all goodwill derived from and in connection with the Marks, and Assignee hereby accepts from Assignor, free and clear of any Liens other than Permitted Liens, all of Assignor’s right, title, and interest in, to and under all Assigned IP.
4. Recordation and Further Actions. From time to time, at or following the Closing, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Assigned IP to be conveyed to Assignee under this Assignment and to secure the rights assigned hereby and to obtain and/or transfer the copyright, patent, domain name, trademark and/or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights; and to otherwise make effective as reasonably promptly as practicable the transactions contemplated hereby. Assignor will take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to record, effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party except as provided in the Purchase Agreement. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Assignment shall be binding upon, enforceable against and inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without reference to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Amendment; Waiver. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

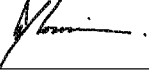
8. Counterparts; Electronic Signatures. This Assignment and any agreements entered into in connection with this Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Circle Graphics, Inc., a Delaware corporation

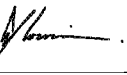
By:  .

Name: Andrew Cousin

Title: CEO

ASSIGNEE:

Anthem Displays, LLC, a North Carolina limited liability company

By:  .


Name: Andrew Cousin

Title: Manager

[SIGNATURE PAGE TO AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 007909 FRAME: 0437

Exhibit A
Assigned IP

Serial/Reg. No.	Mark
90561064	ANTHEM
90561056	ANTHEM DISPLAYS
6727812	
90561105	YOUR PARTNER IN DIGITAL OUTDOOR