

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM780781

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Common Sense Counsel IP Holdings LLC		01/13/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NOCTA Freehold, Inc.		
<b>Street Address:</b>	10960 Wilshire Blvd., 5th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90024		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88622465	G-TECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	15122995329		
<b>Email:</b>	trademark@commonsensecounsel.com		
<b>Correspondent Name:</b>	Robert Kleinman		
<b>Address Line 1:</b>	404 W. 7th Street		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Robert Kleinman		
<b>SIGNATURE:</b>	/robert kleinman/		
<b>DATE SIGNED:</b>	01/13/2023		
<b>Total Attachments: 2</b>			
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source=G-Tech trademark assignment agreement - nocta#page2.tif			

OP \$40.00 88622465

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made effective this 13<sup>th</sup> day of January, 2023 between the following two parties:

Common Sense Counsel IP Holdings LLC, a Delaware limited liability company, (hereafter referred to as "the Assignor") at 404 West 7th Street, Austin, Texas 78701 and NOCTA Freehold, Inc., a Delaware corporation, (hereafter referred to as "the Assignee") at 10960 Wilshire Blvd., 5th Floor, Los Angeles, CA 90024.

WHEREAS:

- a) The Assignor is the owner of the U.S. Trademark ("the Trademark"), brief particulars whereof are set out below:

TRADEMARK	U.S. SERIAL NO.	CLASS(ES)
G-Tech	88622465	025

- b) The Assignor desires to convey, transfer, assign, deliver, and contribute to the Assignee all of its right, title, and interest in and to the Trademark.

NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:

In exchange of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns, delivers, and contributes to the Assignee all of the Assignor's right, title, and interest of whatever kind in and to the Trademark, together with (1) the goodwill of the business relating to the Products in respect upon which the Trademark is used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (3) all rights to sue for past, present and future infringements, misappropriations, or other unlawful or actionable uses or misuses of the Trademark.

The Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademark.

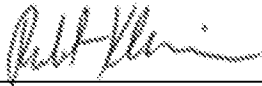
IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year first above written.

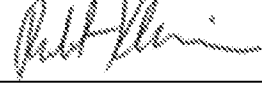
**For and on behalf of Assignor:**

**For and on behalf of Assignee:**

Common Sense Counsel IP Holdings LLC

NOCTA Freehold, Inc.

By:   
\_\_\_\_\_  
Robert Kleinman  
Trademark Counsel

By:   
\_\_\_\_\_  
Robert Kleinman  
Trademark Counsel

Date: January 13, 2023

Date: January 13, 2023

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