

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM793750

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900754149

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIND RESEARCH INSTITUTE		10/05/2021	Non-Profit Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	MIND RESEARCH, INC.
Street Address:	5281 CALIFORNIA AVE., SUITE 300
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92617
Entity Type:	Non-Profit Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5769925	
Serial Number:	88636786	
Serial Number:	88636772	JIFI
Serial Number:	88589196	
Registration Number:	5307494	MATH MINDS
Registration Number:	4957526	
Registration Number:	4872818	MIND RESEARCH INSTITUTE
Registration Number:	4112050	MIND RESEARCH INSTITUTE
Registration Number:	5312429	MATH MINDS
Registration Number:	5096102	JIFI
Registration Number:	3538687	ST MATH

CORRESPONDENCE DATA

Fax Number: 6023647070

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: 6023647000

Email: julie.eslick@bclplaw.com

Correspondent Name: Bryan Cave Leighton Paisner LLP

Address Line 1: Two N Central Avenue, Suite 2100
Address Line 2: Julie A. Eslick
Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER: 3005068.000002

NAME OF SUBMITTER: Julie A. Eslick

SIGNATURE: /Julie A. Eslick/

DATE SIGNED: 03/12/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“Assignment”) is made effective as of October 5, 2021 (“Effective Date”), by and between MIND Research Institute, a California non-profit corporation (“Assignor”), and MIND Research, Inc., a Delaware non-profit corporation (“Assignee”).

RECITALS

WHEREAS, Assignor and Assignee, are parties to a certain Assignment and License Agreement (the “Assignment and License Agreement”), by and between Assignor and Assignee, which provided for, among other things, the assignment of all Acquired IP (as defined in the Assignment and License Agreement) from Assignor to Assignee, including the Transferred IP (as defined below), effective as of October 5, 2021 (the “Closing Date”); and

WHEREAS, included in the Acquired IP are (i) the issued patents set forth on Exhibit A attached hereto (the “Patents”) and (ii) the trademark registrations and applications for trademark registrations set forth on Exhibit B attached hereto, including all the goodwill associated therewith (the “Trademarks,” and together with the Patents, the “Transferred IP”); and

WHEREAS, Assignor and Assignee desire to confirm herein the assignment of the Transferred IP, as of the Closing Date, pursuant to the Assignment and License Agreement, for purposes of recording such assignment of the Transferred IP with the United States Patent and Trademark Office (and any foreign patent or trademark offices and/or with the applicable authorities and government offices).

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein and in the Assignment and License Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby confirm that it sold, conveyed, assigned, transferred and delivered to Assignee, to the fullest extent permitted by law, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives, all right, title, and interest, on a worldwide basis, in and to the Transferred IP, together with the goodwill associated therewith; along with all income, royalties, damages and payments due or payable, and all legal actions and rights and remedies at law or in equity, as of the Effective Date or thereafter with respect thereto (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that now or hereafter may be secured throughout the world); all copies and tangible embodiments thereof; and all application and prosecution files relating to the Transferred IP, including such files owned by Assignor in the custody of Assignor’s outside counsel. Assignor retains no right in or to the Transferred IP or the use thereof and agrees not to challenge the validity of Assignee’s ownership of the Transferred IP. For the Trademarks that are subject to U.S. trademark applications filed based on intent to use under Section 1(b) of the Trademark Act (and for which an amendment to allege use has not yet been filed) (“ITU Marks”), the foregoing assignment for

such ITU Marks includes the portion of Software's ongoing and existing business to which such ITU Marks pertain.

2. Interpretation. This Assignment is subject to and controlled by the terms of the Assignment and License Agreement. Nothing in this Assignment shall change, amend, limit, extend or alter the terms or conditions of the Assignment and License Agreement or any liability or obligation created thereunder. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Assignment and License Agreement, the terms of the Assignment and License Agreement shall control.

3. Recordation and Further Assurances. The parties agree that this Assignment may be recorded with the United States Patent and Trademark Office as well as any foreign patent or trademark offices and/or with the applicable authorities and government offices as desired by Assignee. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred IP, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred IP.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Confirmatory Assignment Agreement to be duly executed and authorized as of the date first written above.

ASSIGNOR:

MIND Research Institute

DocuSigned by:
Brett Woudenberg
By: _____
BD307725112D4A5...
Name: Brett Woudenberg
Title: Chief Executive Officer

ASSIGNEE:

MIND Research, Inc.

DocuSigned by:
[Signature]
By: _____
5FB0784169A44BB...
Name: Josephine Garrett
Title: Secretary and Treasurer













Exhibit A

Patents

Title	Patent #	Issue Date	Notes
System and Method for Training with a Virtual Apparatus	10,304,346	05/28/2019	
Drawing Tool	D845,393	4/9/2019	
Devices and Method for Hands-on Learning of Mathematical Concepts	9,848,816	12/26/2017	
Method and System for Teaching Vocabulary	9,852,649	12/26/2017	
System and Method for Cortical Entrainment	9,848,816	12/26/2017	
Systems and Methods Incorporating Animated Widgets in a Virtual Learning Environment	9,633,570	4/25/2017	
Method and System for Presenting Educational Materials	9,449,415	9/20/2016	
System and Method for Analysis and Feedback of Student Performance	8,491,311	07/23/2013	
System and Method for User Login and Tracking	7,653,931	01/26/2010	
Method and System for Teaching Vocabulary	7,182,600	02/27/2007	This patent was clarified and supplanted by MIND's 2017 Patent # 9,852,649.

Exhibit B

Trademarks

Mark	App Number	Reg Number	Valid Thru	Country	Classes	Type	Ref. Firm	Status	Notes
	86/518,927 01/29/2015	5,769,925 6/4/2019	2029	USA	9, 16, 18, 28, 35, 41, 42	Design Mark	036T, Knobbe Martens	Active	Gen 5 Jiji, classic Jiji, T-pose Jiji
	1739587 07/29/2015	VA1336038 08/19/2005	2029	USA	Copyright	Design Mark	012CR Martens	Active	Gen 5 Jiji, classic Jiji, T-pose Jiji
	014417109 07/27/2015	014417109 02/24/2016	2025	European Community	9, 16, 18, 28, 35, 41, 42	Design Mark	036WCA, Knobbe Martens	Active	Gen 5 Jiji, classic Jiji, T-pose Jiji
	2015/20332 07/27/2015			South Africa	42	Design Mark	036WEM, Knobbe Martens	Pending	Gen 5 Jiji, classic Jiji, T-pose Jiji
	88/636,786 09/30/2019			USA	9, 16, 25, 41	Design	MNDRE-004T, Stetina Brunda Garred & Brucker	Pending, revised statement of use due 10/2021 for	Gen 6 Jiji, hex Jiji
	88/636,772 09/30/2019			USA	9, 16, 25, 41	Design Mark	MNDRE-003T, Stetina Brunda Garred & Brucker	Pending, revised statement of use due 10/2021 for	Gen 6 Jiji, backpack Jiji
	2077035 03/20/2020	06/15/2020		Australia	9, 16, 25, 41	Design Mark	MNDRE-003AU, Stetina Brunda Garred & Brucker	Active	Gen 6 Jiji, backpack Jiji
	1143834 03/20/2020	04/24/2020		New Zealand	9, 16, 25, 41	Design Mark	MNDRE-003NZ, Stetina Brunda Garred & Brucker	Active	Gen 6 Jiji, backpack Jiji
	88/589,196 08/22/2019			USA	9, 16, 25, 41, 42	Design	MIINDRE-001T, Stetina Brunda Garred & Brucker	Pending, revised statement of use due 10/2021 for	Brain, hemispheres
	86/978,885 01/27/2015	5307494 10/10/2017	2027	USA	9, 16, 28	Design Mark	038TD1, Knobbe Martens	Active	
	86/037,593 08/14/2013	4957526 02/11/2016	2026	USA	9	Design	Tejinder Singh	Active	
	86/407,825 09/26/2014	4872818 12/22/2015	2025	USA	41, 42	Word Mark	034T, Knobbe Martens	Active	

MIND	77/260,743	4112050	2022	USA	9, 16, 25	Word Mark	031T, Knobbe Martens	Active
RESEARCH INSTITUTE	08/21/2007	03/13/2012						
MIND	2015/08212		2025	South Africa	41	Word Mark	034WZA, Knobbe Martens	Active
RESEARCH INSTITUTE	03/26/2015							
MIND	2015/08213		2025	South Africa	42	Word Mark	039WZA, Knobbe Martens	Active
RESEARCH INSTITUTE	03/26/2015							
MATH MINDS	86/978,902	5312429	2027	USA	9, 16, 25, 28	Word Mark	037TD1, Knobbe Martens	Active
RESEARCH INSTITUTE	01/27/2015	10/17/2017						
Jiji	86/518,923	5096102	2026	USA	9, 16, 18, 25, 28, 35, 41, 42	Word Mark	035T, Knobbe Martens	Active
RESEARCH INSTITUTE	01/29/2015	12/06/2016						
Jiji	01/4417117	01/4417117	2025	European Community	9, 35, 41, 42	Word Mark	035WEM, Knobbe Martens	Active
RESEARCH INSTITUTE	7/27/2015	07/27/2015						
Jiji	2015/20333	2015/20333	2025	South Africa	42	Word Mark	035WZA, Knobbe Martens	Active
RESEARCH INSTITUTE	07/27/2015	09/20/2018						
ST MATH	78/693,074	3538687	2028	USA	9, 16	Word Mark	015T, Knobbe Martens	Active
RESEARCH INSTITUTE	08/15/2005	12/04/2018						