

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799958

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/15/2022
RESUBMIT DOCUMENT ID:	900760839

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALEO SYSTEMS INC.		01/03/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ZPRIZE HOLDINGS LLC
Street Address:	300 E. Second Street, Suite 1510
City:	Reno
State/Country:	NEVADA
Postal Code:	89501
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	97291321	ZPRIZE

CORRESPONDENCE DATA

Fax Number:

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.

Email: scott@sisunlaw.com
Correspondent Name: Scott M. Sisun, Esq.
Address Line 1: 135 Madison Avenue, Floor 5
Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:	Scott Sisun
SIGNATURE:	/scottsisun/
DATE SIGNED:	04/03/2023

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is made effective as of August 15, 2022 (the “Effective Date”), by and between ALEO SYSTEMS INC., a Delaware corporation, 300 E. Second Street, Suite 1510, Reno, NV 89501, (the “Assignor”) and ZPRIZE HOLDINGS LLC, a Delaware limited liability company, 300 E. Second Street, Suite 1510, Reno, NV 89501, (the “Assignee”) (individually, a “Party,” and collectively, the “Parties”).

WHEREAS, Assignor has adopted, owns and is using the following trademarks (“Marks”), which are ongoing and existing:

- U.S. Serial No. 97291321 for ZPRIZE

WHEREAS, Assignee desires to acquire all rights, title, and interest in and to the Marks and all associated goodwill in said Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Assignor hereby irrevocably assigns and transfers to Assignee its successors and assigns all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, along with the registrations thereof, the number of which are contained herein.

2. Recordal. Assignor hereby authorizes Assignee’s representatives to execute the necessary applications, registrations and proprietorship forms for recordal with the respective U.S. and worldwide trademark offices.

3. Authority. The Parties hereto represent and warrant that they have full power and authority to execute, deliver and perform this Agreement and such other instruments as required herein and to consummate the transactions contemplated hereby.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable New York conflict of laws principles).

IN WITNESS WHEREFORE, the Assignor, and Assignee by and through their authorized representatives, do hereby acknowledge that each has read, understands, and consents to the terms, conditions, and obligations contained herein and executes the same to be effective as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

ALEO SYSTEMS INC.
(Assignor)



Name: Alex Pruden

Title: CEO

Date: 1/3/2023

ZPRIZE HOLDINGS LLC
(Assignee)



Name: Alex Pruden

Title: Director

Date: 1/3/2023